

**CONTRACT VA-040801-VERY**

**BETWEEN**

**THE COMMONWEALTH OF VIRGINIA**

**AND**

**VERIZON**

***TELECOMMUNICATIONS SERVICES AGREEMENT***

# *VITA/Verizon*

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**CONTRACT VA-040801-VERV  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
VERIZON**

***TELECOMMUNICATIONS SERVICES AGREEMENT***

**THIS TELECOMMUNICATIONS SERVICES AGREEMENT** (“Agreement” or “Contract”) is made on the date of last signature below (“Effective Date”), by and between the Commonwealth of Virginia, Virginia Information Technologies Agency (the “Commonwealth” or “VITA” or “Customer”), with principal offices at 110 South 7th Street, Richmond, Virginia, 23219, and Verizon Virginia Inc. and Verizon Select Services Inc., (together hereinafter referred to as “Verizon” or “Contractor(s)”), with offices at 600 East Main Street, 6<sup>th</sup> Floor, Richmond, VA 23219.

In consideration of the following mutual promises and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the parties, Verizon and the Commonwealth agree as follows:

1.a. Verizon Parties.

Verizon will provide, and the Commonwealth will acquire and pay for the Services (“Services”) listed in Section 2, below of this Agreement, and Attachments 2, 2-1 and 2-2 of this Agreement, pursuant to the terms and conditions set forth in this Agreement.

The specified Verizon entity shall provide its identified Services under this Agreement and shall only be liable for its identified Services.

1.b. Single Point of Contact.

Verizon Virginia Inc. shall serve as the Single Point of Contact (SPOC) between the Commonwealth and the Verizon entities performing hereunder for the following functions: ordering; implementation coordination; billing inquiry and claims; and trouble inquiry, resolution and reporting. With respect to VSSI services, such SPOC functions will be performed after execution of any VSSI statements of work.

**2. List of Services**

- 2.a. Local services. Verizon Virginia Inc. on behalf of itself and its subcontractor Verizon South Inc. will provide the services in Attachments 2, 2-1 and 2-2 shown as being provided by Verizon Virginia Inc. or its subcontractor (“Local Services”), where facilities are available, pursuant to the rates, terms, and conditions of this Agreement, as amended from time to time. Such services are available on an intraLATA, intrastate basis. Any tariffs pursuant to State Corporation Commission of Virginia (“SCC”), shall not apply to such services, except for certain services where the terms thereof have been



specifically incorporated by reference in this Agreement. Attachments 2, 2-1 and 2-2 further describe and set forth other terms, if any, for such Local Services, and Attachment 4 sets forth prices for such Local Services.

- 2.b. Voice Network Management services. Verizon Select Services Inc. will provide Customer Voice Network Management Services pursuant to the rates, terms and conditions of this Agreement, as amended from time to time. Attachment 2 further describes and set forth other terms, if any, for such Services.
- 2.c. Data CPE Managed Services. Verizon Select Services Inc. by its subcontractor Verizon Network Integration Corp., will provide data CPE managed services pursuant to the rates, terms, and conditions of this Agreement, as amended from time to time. Attachment 2 further describes and sets forth other terms, if any, for such Services.

### **3. Non-Exclusivity**

This Contract does not prevent the Commonwealth of Virginia from acquiring service as permitted under the State Corporation Commission and Federal Communications Commission Tariffs or Regulations as they apply to the Commonwealth of Virginia or under separate agreement with other vendors, provided that in doing so the Commonwealth does not breach any of the terms and conditions of this Agreement.

### **4. General Terms and Conditions, Other Services**

Attachment “1”, General Terms and Conditions, will apply to all Services subject to this Agreement. Services other than those set forth in this Agreement may be added by written amendment. Any such amendment shall be signed by the parties before the amendment will be deemed effective in accordance with its terms.

### **5. Users**

This Agreement may be used by state agencies, state institutions of higher education, localities and other Public Bodies as defined in the Code of Virginia § 2.2-4301, hereinafter referred to as the “Users” and the terms and conditions of this Agreement shall apply to such Users, except billing processes and other items which by their nature apply only to VITA.

### **6. Contract Documents.**

This Agreement shall consist of these initial three pages, Attachment “1” (General Terms and Conditions), Attachments “2, 2-1, 2-2 and 2-3” Service Descriptions, any Statements Of Work or Modifications executed in accordance with this Agreement, Attachment “3” Business Office / Operations, and Attachment “4” Rates.

### **7. Entire Agreement.**

This Agreement including Attachments 1, 2, 2-1, 2-2 and 2-3, any Statements of Work or Modifications executed in accordance with this Agreement, Attachment 3 and Attachment 4

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constitutes the entire agreement of the parties on the subject matters referenced herein, and, this Agreement supersedes all prior or contemporaneous agreements, representations or understandings of the parties on such subject matters.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

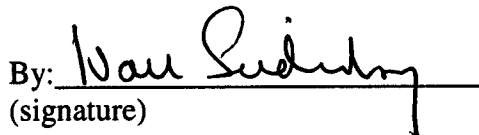
COMMONWEALTH OF VIRGINIA

VERIZON VIRGINIA INC.

By:   
(signature)

LEMUEL C. STEWART JR  
(printed name)

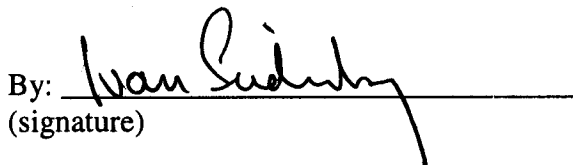
CIO  
(title)  
8-24-2004  
(date)

By:   
(signature)

Ivan Seidenberg  
(printed name)

CEO and President  
(title)  
9-2-2004  
(date)

VERIZON SELECT SERVICES INC.

By:   
(signature)

Ivan Seidenberg  
(printed name)

CEO and President  
(title)  
9-2-2004  
(date)

## **GENERAL TERMS AND CONDITIONS - ATTACHMENT 1**

### **1. INTERPRETATION OF AGREEMENT**

Headings are for reference purposes only and shall not be considered in construing this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

### **2. APPLICABLE LAWS AND COURTS; TARIFFS**

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor and the Commonwealth shall comply with all applicable federal, state and local laws, rules and regulations. Verizon is providing Services to the Commonwealth pursuant to this Agreement and not, in whole or part, subject to any Commonwealth of Virginia tariff(s). The parties may, and in some case have, incorporated the terms of such Virginia Tariffs by reference only.

### **3. ANTI-DISCRIMINATION**

The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act.

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except if there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**4. DEBARMENT STATUS**

Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Contractor further agrees to provide written notice to the Commonwealth of any debarment or suspension imposed on contractor by any other state or by the federal government at any time during the term of this contract or any renewal thereof.

**5. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor certifies that it does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**6. ETHICS IN PUBLIC CONTRACTING**

The Contractor certifies that this Contract is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with this Contract, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**7. TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**8. NONDISCRIMINATION OF CONTRACTORS**

A Contractor shall not be discriminated against in the award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations.

**9. ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

**10. PAYMENT**

- A. To Contractor:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Contract. All invoices shall show the state Contract number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) Unless otherwise agreed in this Contract, all goods or services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: for purposes of late payment charges the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

**B. To Subcontractors:**

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
  - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the payment received for work performed by the subcontractor(s) under the Contract; or
  - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to

the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

C. For a transition period targeted for 180 days after the effective date of this Agreement, Verizon Virginia Inc.'s bills for services provided by its subcontractor Verizon South Inc. will be submitted by Verizon South Inc. and the Commonwealth will pay Verizon South Inc. directly.

## **11. ASSIGNMENT OF CONTRACT**

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, which shall not be unreasonably withheld, and that any purported assignment or transfer without such consent shall be null and void, provided Contractor may assign or transfer its rights and obligations under this Agreement, upon written notice to the Commonwealth, to any affiliated Verizon entity that is wholly owned by the parent Verizon Communications Inc.

To the extent applicable law limits the rights of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. In such cases, the Contractor shall give the purchasing office prompt written notice of the assignment, signed by authorized representative of both the Contractor and the assignee. This written notice shall be on the Virginia Information Technologies Agency's "Assignment Notice / Payment Instructions" form and shall provide all information requested on that form. Copies of the form may be obtained from the VITA Contracts Manager.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA shall promptly notify the Contractor of any assignment notice it receives.

## **12. DEFAULT**

- (a) The Contractor shall be deemed to have breached the Agreement and will be in default if the Contractor fails to deliver Services and perform in accordance with the terms and conditions of this Agreement. Such failure may include, but not be limited to:
  - (i). Failure to make any Service ready for acceptance testing by the specified delivery or installation date;
  - (ii). Repeated failure to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; or
  - (iii). Failure to comply with any material term of this Agreement.

Upon Contractor's default, the Commonwealth will issue a written notice of noncompliance and request to cure requiring the Contractor to provide a written response within 10 days (or such greater period as is acceptable to the Commonwealth) identifying a cure for the noncompliance. If the Contractor fails to respond or to identify a reasonable cure for the breach, the Commonwealth

may transmit a Termination Notice to the Contractor by certified mail, return receipt requested, a minimum of ten (10) calendar days prior to the termination effective date.

Upon termination of the Services, the Commonwealth may hold the Contractor responsible for the costs of direct damages, including reprocurement damages and also including purchase of substitute Services ("cost of cover"), in accordance with Section 12 (b) below. These remedies shall be in addition to any other remedies which the Commonwealth may have. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

**(b) Damages for cost of Cover.**

- (i) After the default and cure procedures in Section 12(a) above are utilized, the Commonwealth may cover by making in good faith and without unreasonable delay any reasonable purchase of Services in substitution of those contracted for with the Contractor.
- (ii) The Commonwealth may recover from Contractor as damages the difference between the actual cover purchase price for the Services under default and the Agreement purchase price for the Services, subject to the standard of reasonable purchase and subject to the Limitation of Liability provisions of Section 25 of this Attachment 1.

**13. INSURANCE**

The Contractor certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured on a Certificate of Insurance when requiring a Contractor to obtain Commercial General Liability coverage. The Commonwealth will be provided a copy of such Certificate of Insurance.
- d. Automobile Liability - \$500,000 - Combined single limit.

**14. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the



Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

## **15. NON-APPROPRIATION**

All funds for payment of materials or Services ordered under this Contract are subject to legislative appropriation and must be legally available for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth may terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Contractor shall be made whole for all goods delivered and all services provided up to the date Contractor receives notice of non-appropriations. If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Agreement with respect to Services dependent on such Federal funds.

Any terminations under this Section 15 will be subject to the provisions of Section 35, Termination, of this Attachment 1.

## **16. CONTRACTUAL RECORDS**

The Contractor shall make all relevant Contractual books, records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of four years after creation of the book, record or document. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications and invoices between the parties to this Agreement. All audits shall be during normal business hours, at sites agreed upon by the parties and upon appointment.

## **17. PATENT/COPYRIGHT PROTECTION**

Contractor will defend, indemnify and hold harmless Commonwealth against any claim, suit, action or proceeding (“Claim”) alleging that Services and/or equipment supplied to Commonwealth infringe a valid U.S. patent or copyright, except as provided below, and Contractor agrees to pay all reasonable litigation and settlement costs and attorney’s fees incurred by Commonwealth in connection with any such Claim. If principles of government or public law are involved in any such Claim, the Commonwealth may, at its option and expense, participate in the defense of the Claim, but Contractor shall in all cases have sole control over defense and settlement of the claim. If the use of any equipment or Service sold to Commonwealth is enjoined or subject to a Claim as described above, Contractor may, at its option and expense, procure for Commonwealth the right to use the equipment or relevant component or Service, replace the equipment or relevant component or Service with an equivalent, non-infringing equipment or relevant component or Service, or modify the equipment or relevant component or Service so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Contractor will remove the infringing equipment or



terminate the infringing Service and refund the purchase price for the equipment less depreciation for such use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years. Contractor shall have no obligation for any costs, fees or expenses incurred by Commonwealth without Contractor's prior written consent, with respect to any Claim arising out of "music on hold" or similar service, or for any indirect, special, consequential or incidental damages arising out of any Claim. This indemnity shall not apply to any Claim, or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Commonwealth; (ii) use or operation of the Service or equipment in combination with equipment or services provided by Commonwealth/User or its other contractors; (iii) any addition to or modification of the equipment or Service by Commonwealth or its other contractors; (iv) use of other than the current unaltered release of any software used in the equipment or Service; or (v) any equipment, system, product or service of Commonwealth which otherwise infringed the U.S. patent or copyright asserted against Commonwealth prior to the supply of the equipment or Service to Commonwealth by Contractor under the Agreement. The foregoing states the entire obligation of Contractor to Commonwealth, and is the Commonwealth's sole and exclusive remedy, with respect to any Claim of infringement of any intellectual property right of any kind, and Contractor disclaims all other warranties and obligations with respect to any such Claims.

## **18. MODIFICATIONS**

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

### **CONTRACTOR**

Verizon Authorized Representative  
Verizon

600 East Main Street  
Richmond, VA 23219

### **COMMONWEALTH OF VIRGINIA**

VITA Authorized Representative  
VA Information Technologies Agency

Richmond Plaza Bldg  
110 South 7th Street  
Richmond, VA 23219

## **19. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to VITA no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must also be given to such agency within 60 days of the occurrence or beginning of the work upon which the claim is based as required by such Code of Virginia. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA's Director of Supply Charge Management shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of VITA's decision on the claim, unless VITA fails to render its decision within thirty (30) days. The decision of VITA shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, including, without limitation, VITA's Authorized Representative, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "2" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

## **20. PERIODIC PROGRESS REPORTS/INVOICES**

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the Contractor will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

## **21. FINAL ACTUAL INVOLVEMENT REPORT**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>ADDRESS AND</u>	<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
<u>PHONE NUMBER</u>				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

## **22. UNIVERSAL SERVICE FUND**

The Contractor shall make available to all requesting Universal Service Fund ("USF") participants, who are otherwise eligible Users hereunder, the Services set forth in Attachment 2. All requests for

Services by such USF participants shall be made directly to the Contractor. The Contractor agrees to provide the Services directly to the USF participant, and to bill each USF participant directly.

The Contractor, and VITA on behalf of such USF participants, agree to comply with all federal laws, rules and regulations applicable to each respectively when processing transactions under this Agreement for USF funding.

## **23. INVENTIONS AND COPYRIGHTS**

The Contractor is prohibited from copyrighting any papers, reports, forms, or other materials specifically developed under the Contract and delivered to the Commonwealth during the term of this Contract. Additionally, the Commonwealth will be entitled to use, free from any additional financial restrictions, all goods or Services associated with the Contractor's deliverables under this Contract.

## **24. ADVERTISING/PUBLICITY**

The Parties to this Agreement shall issue no public announcements, press releases, promotional materials or other forms of advertising concerning this Agreement without the prior written consent of the other party. In addition, neither party shall use the Logo or trademarks of the other without prior written consent of the other party.

## **25. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor's cumulative liability relating to this contract for direct damages of the Commonwealth during each one year period shall not exceed the sum of two times the total amount paid to the Contractor under this Agreement or the predecessor agreement during the prior year. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from personal injury, personal property damage or death.

**IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, OR LOST PROFITS (ACTUAL OR ANTICIPATED), EVEN IF THE DAMAGED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## **26. RISK OF LOSS OR DAMAGE**

The Commonwealth shall be responsible for damage or loss of equipment placed on the Commonwealth's premises for Services under this Agreement to the extent such loss or damage is caused by negligence of the Commonwealth. In such event, the Commonwealth shall reimburse Contractor for the reduction in the fair market value of the equipment or the cost of repair, whichever is less.

## **27. ORDERING OFFICERS**

VITA hereby appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to

this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled “Modifications” of this Contract.

The Contractor is hereby notified that the Commonwealth will make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by VITA’s authorized representative, of any change in the identity of Ordering Officers.

Ordering Officers are Phillip B. Johnson, Donald E. Spangler, and Margaret A. Moran.

## **28. TELECOMMUNICATIONS SERVICES ORDER (TSO)**

Section 28 shall apply to new service orders and not to services that are in service on the Effective Date.

VITA and VITA identified DSPs (Direct Service Providers authorized by VITA) retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall acknowledge receipt of same within 24 hours and process the TSO and return a confirmation of the Service Order no later than 72 hours prior to the requested due date identifying the following information in the time frames specified herein or any other criteria negotiated and mutually agreed to:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

## **29. TESTING AND INSPECTION**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure Services provided conform with the Service Descriptions in Attachment 2. Services shall at minimum comply with all applicable standards of installation and performance established by the Virginia State Corporation Commission and the Federal Communications Commission.

## **30. INSTALLATION OF SERVICE RESPONSIBILITY**

Except for specific limitations expressly stated in this Agreement, the Contractor shall be responsible for completing all services and providing all components, terminals, wiring, labeling and all other items necessary for installation and commencement of each ordered Service, including, without limitation, installation of any necessary access, switching / routing, or transport facilities, etc. in the

Contractor's network that are required for the Service to operate in accordance with the specifications contained herein.

**31. INSTALLATION DATES**

- a. The Contractor shall deliver/install the requested Services ready for use, by the installation date (day, month, year) agreed upon by the parties.
- b. Any amendment by the Commonwealth to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The Commonwealth may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.
- c. If the Services are not delivered/installed within the time specified in the TSO, the Commonwealth reserves the right to cancel the TSO without further obligation.

**32. STANDARD OF PERFORMANCE AND MAINTENANCE**

The Services provided by the Contractor hereunder shall provide features, functionality, and performance at Users locations that are comparable or superior to the features, functionality, and performance of any equivalent service provided by Verizon to business customers or as specifically contained herein. Where applicable Verizon shall respond to maintenance requests in the manner specified in Attachment 3, or at a minimum in the manner required and within the times set forth within the applicable Verizon General Tariff for comparable services offered to its commercial customers.

**33. REMEDIES FOR SUBSTANDARD PERFORMANCE LEVELS**

In addition to any other remedies provided by law and or this Contract, the Contractor agrees to provide the Commonwealth with the credits for substandard performance, interruption of service or other outages which may occur during the term of this Agreement as set forth in this Agreement in Attachment 3. The Contractor agrees that the Commonwealth may deduct such credits from Contractor's monthly invoice(s) submitted to the Commonwealth, if the Contractor has not implemented the credit within the time agreed on with the Commonwealth.

**34. ACCEPTANCE AND PAYMENT**

Payment for Services under this Agreement shall be made pursuant to the Section entitled "PAYMENT" herein, and the Prompt Payment section of the Code of Virginia, and at the timely conclusion of VITA's completion of all validation tests to accept the billing and invoice information. VITA shall notify the Contractor in writing only when the billing and or invoice information submitted by the Contractor is rejected; the reasons therefore shall be listed by VITA.

ALL INVOICES SUBMITTED FOR PAYMENT SHALL BE SUBMITTED IN CHRONOLOGICAL ORDER BY THE CONTRACTOR. NO INVOICE SHALL BE ACCEPTED BY THE COMMONWEALTH THAT HAS BEEN SUBMITTED OUT OF CHRONOLOGICAL ORDER. IN ANY INSTANCE WHEREBY THE CONTRACTOR SUBMITS MULTIPLE INVOICES AT THE SAME TIME, THEN THE COMMONWEALTH SHALL HAVE THIRTY (30) DAYS TO VERIFY EACH INDIVIDUAL MONTHLY INVOICE.

VITA shall pay only against readable records that can be identified and validated on the tapes for billing back to the using agency at the facilities level. Bulk billing for facilities will only be permitted with the advance approval of the Controller, VITA. In circumstances when billing information is incomplete or missing, Contractor and VITA shall coordinate their efforts to identify the source of the problem, the proposed solution, and the expected time frame for the implementation of the solution. Notwithstanding the above requirements, Contractor agrees to maintain the master records from which magnetic tapes are generated for a period of no less than 90 days subsequent to the bill date. All services (recurring and non-recurring) delivered after the Effective Date must be billed within 120 days of delivery of service, and any bill submitted within this period is not subject to the “chronological order” provisions set forth above. VITA reserves the right to refuse payment of any invoice submitted for such services over 120 days old. By the end of the eighteenth month after the effective date of this Agreement, the 120 days referred to in the prior two sentences shall be reduced to 90 days.

### **35. TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary including, but not limited to provisions relating to disputes, this Agreement may be terminated by the Commonwealth, in whole or in part:

- a. When the Director of the Department of Planning and Budget (DPB) makes a written determination that funds are not appropriated or otherwise available to support continuation of the Agreement. A determination by the Director, DPB that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Termination to the extent required by such written determination shall be immediate.
- b. When the Contractor is adjudged bankrupt; or the Contractor makes a general assignment for the benefit of creditors; or a receiver is appointed due to the Contractor’s insolvency; or a court of competent jurisdiction finds that the Contractor is in violation of any law, ordinance, administrative rule, regulation, or order of any public authority having jurisdiction. This exercise of termination shall be without prejudice to any other right and cause of action the Commonwealth may have against the Contractor. Termination shall be immediate upon delivery of notice of termination.
- c. When the Commonwealth determines that such termination is in its best interest. This termination shall be effectuated by delivery of a termination notice to Contractor at least ninety (90) calendar days prior to the termination effective date, specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective
- d. For default under the provisions of Section 12 of this Attachment 1. In all such events of termination, the following provisions apply:

The Contractor shall continue contract performance to the extent not terminated under this provision.



The Contractor shall be paid for Services provided up to the date of termination on all terminated services.

In no case shall the Commonwealth or VITA be responsible for any termination, penalty, liquidated damages or other charges as a result of such termination; provided that, in any case of early termination under Sections 35. a., b., c., or d. above, the Commonwealth shall pay to Contractor: (1) any prorated amount due Contractor under the provisions of Section 47 (One-time service Credit) below; (2) an amount equal to the sum of the monthly 10% discounts received by the Commonwealth during the year of the termination up to the date of termination; (3) any termination or cancellation charge contained in any Statement of Work for the Voice or Data Managed Services described in Attachment 2; and (4) any termination or cancellation charges for services ordered with reference to the Virginia tariff; and (5) for new services installed after the Effective Date which are terminated within 12 months of installation, where installation and other cost of establishing service are recovered through the monthly recurring rates rather than non-recurring charges, a charge sufficient for Contractor to recover any un-amortized costs that have not been recovered through the recurring rates. The rights and remedies of the Commonwealth provided under this Section 35 of Attachment 1 are not exclusive and are in addition to any other rights and remedies provided under law, in equity or under this Agreement

### **36. INVOICE INFORMATION**

Both the hard copy and electronic formats of the invoice information shall be rendered for each major category of Services covered by the invoice within thirty (30) calendar days from the end of the Contractor's billing cycle cut-off date. No invoice may include any costs other than those identified in this Agreement, or as ordered pursuant to an official TSO issued by the Commonwealth. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Individual TSO Number(s) for each item billed;
3. Charge for each Service, and;
4. Contractor's Federal Identification Number (FIN).

Payment for Services of less than one month's duration shall be prorated at 1/30<sup>th</sup> of the basic monthly charges for each calendar day.

Except as set forth in Sections 22 and 28 of this Attachment 1, all invoices shall be sent to the following address:

Virginia Information Technologies Agency  
Attn: Controller  
110 South 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219

For a transition period targeted for 180 days after the effective date of this Agreement, Verizon Virginia's bills for services provided by its subcontractor Verizon South Inc. will be submitted by Verizon South Inc. in paper form. The Commonwealth will pay Verizon South Inc. directly.

### **37. BILLING INFORMATION**

Contractor shall accumulate billing information for each month for the following Services or as otherwise agreed to in writing:

- All message units (including extended area calling and FGA)
- Directory Assistance
- Long distance tolls including Credit Cards, DDD, and Operator Assisted Calls
- Other charges and credits
- Network usage data
- Customer service records
- Data Network Services

Contractor shall accumulate and provide "billing information" as delineated herein for the above identified information for all Services provided to the Commonwealth of Virginia under this Agreement.

Contractor shall provide to VITA monthly billing for Services in both hard copy and magnetic tape or other VITA approved electronic media formats in the time frames identified herein. The Commonwealth shall have 120 days after receipt of an invoice to identify billing errors for correction by the Contractor and the Commonwealth cannot thereafter bring a claim for billing errors on such invoice. Contractor and the Commonwealth shall then have 120 days to resolve in good faith all such identified billing errors. Any billing disputes remaining after such period must be resolved under the procedures of the Disputes section 19 of this Attachment 1. By the end of the eighteenth month after the Effective Date of this Agreement, the 120 days in the second and third sentences of this paragraph shall be reduced to 90 days in both sentences.

### **38. BILLING FORMATS**

Billing formats utilized to transfer any billing and invoice information to VITA shall not be changed by the Contractor unless mutually agreed to 120 days in advance by VITA and Contractor or unless replaced with comparable billing formats.

### **39. GOVERNMENT ORGANIZATIONAL CHANGES**

Upon written notification to the Contractor by VITA, or its successor, VITA's rights hereunder may be assigned or transferred to any other agency of the Commonwealth which is subject to the same regulatory status as VITA (i.e. exempt from tariff regulation) to which or into which the Virginia General Assembly may transfer, combine, or merge VITA or VITA's function. Any other purported assignment or transfer shall be void; provided that VITA may, upon written notice to Contractor, appoint an entity, public or private, to act as its agent for managing functions under this Agreement, including but not limited to ordering, receiving and reviewing billing, billing inquiry, and trouble inquiry. In such case where an agent is appointed, the Commonwealth will remain the Customer of Record.



**40. CONTRACT OPTION TO INCREASE OR DECREASE SERVICES**

VITA may, at any time increase or decrease the quantity of Services to be provided hereunder, with corresponding increase or decrease in the total monthly bill. The VITA Ordering Officer(s) identified in this Agreement may exercise this option from time to time and at any time during the term of this Agreement by executing and delivering written TSOs, subject to the constraints imposed in the paragraph entitled "Ordering Officers". Notwithstanding anything to the contrary in this Agreement, except with respect to the Commonwealth's total annual Minimum Volume Commitment in Section 46 of this Attachment 1 and except in cases of payments due Verizon under Section 35, Termination, of this Attachment 1, no charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any Service procured hereunder.

**41. OPERATIONAL RESTRICTIONS**

The Contractor warrants that, except as specifically agreed to in writing, all Services may be used at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance, and approved engineering changes).

**42. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S**

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's affirmation and understanding that all Commonwealth information that is garnered while at the Commonwealth site is confidential due to security issues.

**43. FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including, but not limited to, acts of God, war, terrorist acts, fire, flood, severe weather, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes or strikes, unavailability of equipment or parts from vendors, cut cable, or changes requested by Commonwealth. The affected party shall provide prompt notice to the other party and shall be excused from such performance to the extent of such caused delays or failures; provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed. Commonwealth may, for the temporary period of the delay, contract, at its own expense and without recourse to Contractor, with a third party if it deems it necessary.

**44. TECHNOLOGY IMPROVEMENTS**

(a) It is the intent of the Commonwealth that this Agreement migrate with the technology as it evolves during the Contract Term. Upon both parties mutual agreement, new technologies and services may be

added to this Agreement during the Contract Term. Any mutual agreement shall be reduced to writing as delineated in the Modifications Clause, herein. In addition, additional Verizon Parties may be added to the Contract through the mutual execution of written Modification to this Contract. Any Modification hereunder will be subject to appropriate procurement review by VITA and must be in compliance with the Virginia Public Procurement Act.

(b) When commercially available, Verizon is willing to provide jurisdictionally intrastate and interstate Hosted IP Telephony Service ("IP Centrex") to the Commonwealth on a phased basis subject to the following conditions precedent: (1) the Commonwealth and Verizon execute a mutually acceptable agreement that modifies this Agreement and that sets forth prices, terms and conditions for the IP Centrex service; (2) Verizon makes all necessary filings with regulatory agencies and obtains all necessary regulatory approvals, including, without restriction, tariff and/or ICB and network disclosure filings and approvals; (3) satisfactory completion, in Verizon's reasonable judgment, of operational testing before IP Centrex service is provided; (4) all long distance calls originating or terminated using IP Centrex service are carried by the Commonwealth's long distance carrier and not Verizon; and (5) the service complies with applicable legal and regulatory requirements, in Verizon's reasonable judgment, before provision to the Commonwealth.

#### **45. TYPE OF CONTRACT**

The rates and charges for Telecommunications Services, and any related Services delivered in connection with this Agreement shall be provided on a firm fixed price basis over the term of this Contract. This is a requirements type Contract and the Commonwealth has offered no guarantees of the quantities of Services purchased hereunder except to the extent that the Commonwealth's Minimum Annual Revenue Commitment below in Section 46 must be kept by the Commonwealth.

#### **46. MINIMUM ANNUAL COMMITMENT**

The Commonwealth commits to a minimum of \$22.5 million per year in total billed revenue, exclusive of the 10% discount referenced herein and exclusive of taxes and surcharges ("Total Billed Revenue") from Verizon Virginia Inc. and its subcontractor (Verizon South Inc.) for Services under this Agreement ("Minimum Annual Commitment"). In exchange for this Minimum Annual Commitment, commencing on the Effective Date of this Agreement, the Commonwealth will receive on a monthly basis a discount of 10% of the Commonwealth's total expenditures (exclusive of taxes and surcharges) during the month for all Services (set forth in Attachment 2, 2-1 and 2-2) provided by Verizon Virginia Inc. and its subcontractor (Verizon South Inc.), except for services provided by tariff pricing. The VITA Analog Centrex credit referred to at the end of Attachment 4, which is applicable to each Verizon analog Centrex line ordered under this Contract, will also be paid to VITA in consideration for the Minimum Annual Commitment promise referred to in this Section. The Minimum Annual Commitment period shall be July 1st through June 30th of each year of the Agreement and shall continue throughout each extension period. For each such period that the Commonwealth does not subscribe to such \$22.5 million, the Commonwealth shall pay, upon receipt of a correct invoice, the difference between the Minimum Annual Commitment and the Commonwealth's actual expenditures for the year. Notwithstanding the foregoing, for the first year of this Agreement, the Minimum Annual Commitment shall be measured and any shortfall invoiced based on prorating the Minimum Annual Commitment of \$22.5 million over the number of months of expenditures after the date of mutual signature. The shortfall remedy referenced in this Section 46 shall be Contractor's sole remedy if the Minimum Annual Commitment is not met by the Commonwealth, and the 10% discount and the VITA

Analog Centrex credit referenced in this Section will continue to apply during the term of this Agreement.

**47. TERM AND ONE-TIME SERVICE CREDIT**

(a) This Agreement shall take effect on the Effective Date and shall continue for a period of Seventy-one (71) months (initial Term). At the sole option of the Commonwealth, the Agreement may be extended for five (5) one-year periods. The Commonwealth may exercise this right by notifying the Contractor a minimum of thirty (30) days before the then current expiration date of this Agreement.

(b) In return for meeting the Minimum Annual Commitment referenced in Section 46 for the initial term of seventy-one (71) months, Verizon Virginia Inc. shall provide to the Commonwealth a one time service credit in the sum of \$429,030 with the next available bill after the effective Date. This sum shall be due and payable without regard to and in addition to any other monthly discounts or credits in the Agreement; provided, however, if the Commonwealth terminates this Agreement in whole or in part earlier than the full seventy-one months, then the Commonwealth shall repay Verizon Virginia Inc. a prorated amount of the \$429,030 based on the date of termination in relation to the 71 months (i.e. for each month remaining after the termination up to the 71<sup>st</sup> month, 1/71th of the \$429,030 is to be paid back). Such repayment will be made within 30 days of written demand by Contractor.

**48. SERVICES PHASE-OUT PERIOD**

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the Contractor shall furnish phase-out Services after the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services shall be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis, for up to twenty-four (24) months, at prices to be determined by the Contractor but limited to no more than a 6% increase for labor/services and a negotiated price for equipment, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

**49. MOST FAVORED AND PRICE PROTECTION**

All of the prices, terms, warranties, and benefits granted by Verizon herein are equivalent to or better than the comparable terms being offered by Verizon to any present Virginia customer of similar size and otherwise similarly situated. If Verizon shall during the term of this Agreement, enter into arrangements with any other Virginia customer of similar size and otherwise similarly situated, for whom cost of providing the services is comparable and to whom Verizon is providing prices, terms, warranties, and benefits on more favorable terms, then this Agreement, at the Commonwealth's election, shall be amended to provide substantially the same to the Commonwealth of Virginia.

**50. VITA APPROVAL AND CONTRACTING AUTHORITY**

The Contractor recognizes that VITA, by statute, reviews and approves purchases of telecommunications services for agencies and institutions of the Commonwealth. The Contractor agrees that the Contractor will not provide such services to Authorized Users under the provisions of

this Agreement, unless VITA has given its advance, written approval of such procurement, either individually or by category of service or recipient. By law, any payment for materials or services ordered by public officials who lack actual authority to make such purchases may be recovered at any later date by the Commonwealth or by the affected Authorized User.

#### **51. DISASTER RECOVERY SERVICE**

Disaster recovery services are provided under this Agreement for one User, Virginia Commonwealth University, and are set forth in Attachment 2-1. Disaster recovery services may be made available to other Users upon mutual agreement between Verizon and VITA in a modification to this Agreement.

#### **52. CONTENT DISCLAIMER**

The Contractor exercises no control over and accepts no responsibility for the content of the information passing through the network or Service. The Contractor specifically denies any responsibility for the accuracy or quality of information obtained through the network or Service. Use of any information obtained via the network or Service is at the Commonwealth's own risk.

#### **53. NOTICES**

All Notices issued under this Agreement shall be in writing and be sent certified mail, receipt requested, to the individuals identified in the Modifications section of these terms and conditions. In addition, copies of Notices may be sent via e-mail or hand delivered, however originals shall still be certified mailed as above.

#### **54. SECTION 508 COMPLIANCE**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration.

#### **55. HAZARDOUS SUBSTANCES**

If during its performance Contractor employees or agents encounter any asbestos or hazardous substance as defined by any applicable state, federal or local hazardous waste or environmental law or regulation, Customer agrees to take all necessary steps, at its own expense, to remove or contain or to cause others such as landlords to remove or contain, the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Contractor may suspend performance at the subject site or sites until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Contractor to terminate performance at the subject site or sites and Customer shall pay Contractor any expenses incurred through such termination (including expenses of removing equipment or disconnecting service or equipment).

**56. INDEMNIFICATION- PERSONAL INJURIES AND PROPERTY**

Contractor (the “indemnitor”) shall defend, indemnify, and hold harmless the Commonwealth (the “indemnatee”), against all claims and liabilities for direct damages imposed on the indemnatee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement

The indemnification obligations set forth in this Section are contingent upon (1) the indemnatee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnatee granting the indemnitor the right to control the defense of the same, and (3) the indemnatee’s full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnatee from participating in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnatee which includes obligations to be performed by the indemnatee (other than payment of money that will be fully paid by the indemnitor) without indemnatee's prior written approval.

**57. COMMONWEALTH PROVIDED FACILITIES OR EQUIPMENT**

Commonwealth shall ensure that the facilities or equipment provided by or on behalf of Commonwealth are properly interconnected with the Services and equipment provided by Contractor. Contractor shall not be liable for any damages or losses caused by the failure of equipment or facilities provided by the Commonwealth or a third party and if such facilities cause damage to Contractor, its customers, and/or its providers. Commonwealth shall be liable for such damages.

## ***ATTACHMENT 2 – SERVICE DESCRIPTIONS***

### **2.1 CENTREX / CORE VOICE (for Verizon Virginia Inc. territory)**

#### **2.1.1 BASIC VOICE CENTREX**

Basic Voice Centrex service and Enhanced Voice Centrex Service are merged into a single, consolidating analog Centrex service known as VITA Enhanced Analog Voice Centrex Services.

#### **2.1.2 RESERVED FOR FUTURE USE**

#### **2.1.3 CENTREX SIMULATED EXCHANGE ACCESS TRUNK (SEAT)**

A VITA Centrex SEAT provides one communication path between the Centrex intercommunication line in a Centrex System and the Local Exchange Network.

All Centrex services purchased through VITA, whether the lines are newly installed or are converted from an existing Verizon Centrex Service, will use SEATS. (Current VITA Centrex service excluding dormitory Centrex, is priced based on a 13:1 trunking ratio. Dormitory Centrex is priced based on a 26:1 trunking ratio). These SEAT charges are in addition to the intercom portion of the line rate and will be billed as an "exchange access" charge on each voice Centrex line or ISDN Centrex BRI pipe.

Verizon agrees to provide virtual non-blocking, flat-rated Centrex systems with exchange access. Exchange access is billed per voice Centrex line or per ISDN Centrex pipe. VITA will pay for exchange access on a per line or per ISDN pipe basis, in addition to the Enhanced Centrex or Dormitory line rate.

#### **2.1.4 EAC**

Extended Area Calling provides for calling on a measured rate or message rate usage basis to specified exchanges and zones located outside of a customer's Local Exchange Service local service area. When ordered, EAC will be provided pursuant to the Service Description, rates, and conditions set forth in the S.C.C.-Va.-No.202A tariff.

#### **2.1.5 COMMUNITY CHOICE**

Community Choice Plan<sup>SM</sup> Service provides for calling on a per minute, timed message unit or flat rate basis to specified exchanges and zones located outside of a customer's local service area.

#### **2.1.6 EXTENDED LOCAL SERVICE**

Extended Local Service (ELS) applicable on tariff services eliminates toll charges between certain specific exchanges and calls are rated as local usage. It is a two-way point to-point service that widens the customer's local calling area. The ELS charge for Centrex service is included in the line rate. The regulations for ELS are contained in the S.C.C.-Va.-No.202 tariff.



### **2.1.7 911 AND E911 CALLING**

Centrex Service enables the Commonwealth and Users to dial 9-1-1 from a station with access to the local exchange network, to be automatically connected to the appropriate Public Safety Answering Point (PSAP). A PSAP is the communications facility, designated for a specific territory, to which 9-1-1 calls are routed for response.

911 Calling Service is subject to all applicable statutes, tariffs, and regulations and rules, including those limiting the Contractor's liability to Commonwealth, Users or members of the public. Such limitations of liability are in addition to the limit of liability set forth in Section 25 of Attachment 1 of this Agreement.

### **2.1.8 ESTABLISHMENT OF NEW CENTREXES**

Verizon has agreed to provide Centrex service to VITA end customers where there is a minimum of two (2) Centrex lines, which are served by a compatible central office (co) and where adequate facilities are available for the provisioning of the service.

### **2.1.9 VITA ENHANCED VOICE CENTREX DESCRIPTION**

VITA Enhanced Voice Centrex is a central office service for customers who are served by a compatible Central Office (CO) where adequate facilities are available. It consists of CO-based control and switching equipment that, when used in conjunction with customer provided stations, offers access to the exchange network and intercommunication among stations. VITA Enhanced Voice Centrex is only offered as a complete service; the exchange access, intercommunication, and features, are not offered separately.

VITA Enhanced Voice Centrex features and intercommunication are bundled into a single Enhanced Centrex Service line charge, unless otherwise stated below.

### **2.1.10 VITA ENHANCED ANALOG VOICE CENTREX STANDARD FEATURES DESCRIPTION**

Each Enhanced Analog Centrex Service Line rate includes the line, intercom and the following enhanced features:

#### **2.1.10.1 Abbreviated Dialing**

Abbreviated dialing permits a Centrex line to call another Centrex line other selected lines within the Centrex system by dialing a one- or two-digit code.

#### **2.1.10.2 Add-on – Consultation Hold (Incoming Only)**

A customer can hold any existing call with a flash, then make a call to any other line for private consultation. He may then return to his first call with another flash, which would then activate three-way Calling.

**2.1.10.3 Authorization Codes**

Authorization codes allow a station customer to enter an assigned code to change the restriction on the originating station to that with the assigned authorization codes. This avoids unauthorized use of facilities.

\*Implementation of the Authorization Code feature at time of the line installation will be provided at no extra charge. Implementation of this feature after line installation will incur a one-time feature set up charge. Installation requested on the same service order of greater than 300 lines served from the same CO will pay a per line rate rather than the feature set-up charge.

**2.1.10.4 Automatic Call Back**

Allows a Centrex customer that attempts a call to a busy line within the Centrex to be automatically connected to that line once both lines are idle. An activation code must be assigned/used.

**2.1.10.5 Call Forwarding (Incoming Only)**

Allows a customer to manually manage the forwarding of incoming calls to either another number within the system or to a number outside the VITA Enhanced Voice Centrex system. Calls forwarded outside the VITA Enhanced Voice Centrex system are subject to local, regional toll or long distance charges to the forwarded number as applicable.

**2.1.10.6 Call Forwarding Busy Line**

Automatically routes incoming calls or both incoming and intra-Centrex calls to a designated answering point, inside or outside the system, when the called line is busy.

**2.1.10.7 Call Forwarding – Busy Line (Incoming Only)**

See above description

**2.1.10.8 Call Forwarding – Don't Answer (All Calls)**

Automatically routes incoming or both incoming and intra-Centrex calls to a designated answering point, inside or outside (1A, 5E, DMS100 only) the system, when the called line doesn't answer after a predesignated interval.

**2.1.10.9 Call Forwarding – Don't Answer (Incoming Only)**

See above description

**2.1.10.10 Call Forwarding – Within Group Only**

See above description

**2.1.10.11 Call Origin Indication (Intercom Only)**



**2.1.10.12 Call Queuing**

**2.1.10.13 Call Transfer - Individual, Internal and Outside**

Allows an established call to be transferred to any other line, either within or outside the VITA Enhanced Voice Centrex. Speed call, intercom codes, or direct dial numbers may do the transfer.

**2.1.10.14 Call Waiting Tone**

See Call Waiting description

**2.1.10.15 Call Waiting Incoming Only**

Enables an individual to receive an audible tone which indicates an incoming call is waiting from either inside or outside the Centrex system, if the called line is busy. This feature also includes Cancel Call Waiting which permits a Call Waiting customer to inhibit the call waiting operation for one call through the use of a cancel call waiting code.

**2.1.10.16 Call Waiting/Originating**

The ability for a calling line to send a tone to a called line, within the Centrex group, that is busy, to indicate their call is waiting. The called line can then hang up or activate Call Hold to receive the waiting call.

**2.1.10.17 Cancel Call Waiting**

See Call Waiting Incoming Only description

**2.1.10.18 Circular Hunting**

See Hunting description

**2.1.10.19 Custom Access Treatment Code Restrictions**

Codes used to create subgroups within a Centrex to provide restrictions and access functions. Each CAT defines which facilities and features a line may access. In the 5E, these are called DPATS (Dialing Plan Access Treatment).

**2.1.10.20 Customer Changeable Speed Calling**

Permits the customer to place frequently called numbers by dialing fewer digits than normally required.

**2.1.10.21 Dial Call Waiting**

**2.1.10.22 Directed Call Pick-Up**

Enables a customer to answer calls directed to any other line in the Centrex group, by dialing an access code and the station line number of the line to be answered. Should the call already be answered, the customer will automatically bridge (or barge) in on the call following a burst of tone.

**2.1.10.23 Directed Call Pick-up Without Barge-In**

A variant of Directed Call Pick-Up except the customer will not be bridged on the call if already answered but will get a busy instead.

**2.1.10.24 Distinctive Ringing/Distinctive**

Permits line customers to identify the origin of their incoming calls via different ringing patterns.

**2.1.10.25 Fully Restricted (Originating and Terminating)**

Allows intercommunicating calls (within the Centrex) only. Outside calls cannot be transferred to a Fully Restricted- Terminating line.

**2.1.10.26 Group Number Plan**

**2.1.10.27 Hunting Features**

VITA Enhanced Voice Centrex Hunting can be provided as:

- Series Completion
- Multiline Hunt (MLH/HML)
- Circular (Series or Multi-line)

*Series and Multi-line hunting* begins with a call to a lead number. If a busy is encountered, the call will complete to the next available line within the hunt group and stop with the last line/terminal of the group.

*Circular hunting* begins with any number in the hunt group that is directly dialed and continues through the group until the original dialed number is reached. If the number is busy or unanswered, the call is dropped.

**2.1.10.28 Line Class Code Restrictions (LCC)**

This code provides the ESS program with the necessary data to translate the service requirements of a station line. In addition to providing the appropriate billing information (flat, measured, etc.), the LCC indicates the way incoming (Terminating Major Class Code) and outgoing (Originating Major Class Codes) calls to a line are to be processed, i.e., restricted, unrestricted etc. Each station line has an Originating and Terminating Major Class Code.

**2.1.10.29 Multiline Hunt Service**

See Hunting Features for description

**2.1.10.30 Presubscribed Interexchange Carrier (PIC and LPIC)**

The Interexchange Carrier chosen by VITA for 1+ dial access on interLATA calls. All inter and intraLATA calls are automatically routed by Verizon to the PIC and LPIC of VITA's choice.

**2.1.10.31 Three-Way Calling**

Allows a line customer to established voice connection involving the customer and two other parties.

**2.1.10.32 Toll Billing Exception (TBE A, B, C)**

Toll Billing Exception, provided at no extra charge, is a service established at customer request or when recommended by Verizon to prevent misuse of billing option for most collect and/or third number calls.

- TBE A – Third Number and Collect Block
- TBE B – Third Number Only
- TBE C – Collect Only

Restrictions:

- Toll Billing is effective only in an area where specialized operator equipment is established that recognizes TBE Blocking. Calls from all areas cannot be blocked.
- Customer would be responsible for any collect calls which are accepted and billed.

**2.1.10.33 700/900 Blocking**

700/900 Call Blocking allows the prohibition of 700 and/or 900 calls from being made on a Centrex line. When a call is made on a blocked line, the call will be routed to an intercept announcement.

700/900 blocking will be included in the Centrex LCC code list Verizon will provide to VITA indicating common Centrex LCC codes available for use.

Unless otherwise stated (e.g. 2.1.10.3 Authorization Code), the above referenced features in this Section 2.1.10 are included as part of VITA's Enhanced Centrex Service at no additional charge over and above the Enhanced Centrex Service line charge, provided that there is a monthly exchange access charge per Enhanced Centrex Service line in addition to the Enhanced Centrex Service line charge.

**2.1.11 DORMITORY VOICE CENTREX DESCRIPTION**

Dormitory Voice Centrex is available for use in Commonwealth student dormitories wherever Enhanced Voice Centrex Service is available.

**2.1.11.1 VITA DORMITORY VOICE CENTREX STANDARD FEATURES**

- Authorization Code
- Intercom
- Touchtone
- Call Waiting
- Call Forwarding
- Line Restriction - At VITA request, Verizon shall restrict any particular line or lines, either to prevent origination of all DDD toll calls or to prevent origination of all toll calls other than credit card, third party billing, and collect toll calls.

In addition to the Centrex line rate, VITA will pay for Centrex network exchange access charge per line.

**2.1.11.2 VITA DORMITORY VOICE CENTREX OPTIONAL FEATURES**

**Caller ID (Dormitory)**

Centrex Caller-ID/Dormitory (number identification only) shall be available wherever analog VITA Dormitory Voice Centrex exists.

**Call Screening (Dormitory)**

Selective Class of Call Screening is a type of Long Distance Message Restriction. With this arrangement, Customer Dialed Long Distance Calls are routed to an Operator who allows completion of only certain prearranged types of calls, i.e.:

- Bill to Third Party
- Collect Call
- Credit Card

The Dormitory Voice Centrex Service includes all wiring to a single main point of presence (MPOP) in each dormitory building. Extension of lines to individual rooms is not covered by this contract but may be procured from Verizon on a case-by-case basis upon such terms as may be mutually agreeable and in accordance with the law.

**2.1.12 DIGITAL VOICE CENTREX SERVICE**

**2.1.12.1 INTELLILINO ISDN BRI**

IntelliLinQ\* Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) is a network architecture that supports a range of services (voice, data, video and packet switching) without the need for a separate access loop for each service. The ISDN access lines are multi-channel, digital pipes that can support different services on each channel. ISDN is an integrated digital pipeline that allows VITA to transport various communications services over a single two-wire loop using one interface device. The Basic Rate Interface (BRI) consists of two B channels and one D channel. Each B channel operates at 64 kbps and the D channel at 16 kbps. The B channel may have circuit switched voice capabilities or circuit switched data capabilities. Packet data transmission is sent on the D channel at 9.6 kbps.

\*IntelliLinQ is Verizon's branding name for ISDN service offerings.

**2.1.12.1.1 Service Provisioning**

IntelliLinQ Integrated Services Digital Network (ISDN) pipes can be provisioned in several different configurations as described in the table below:

<b>APPLICATION</b>	<b>SERVICE TYPE</b>	<b>CIRCUIT CONFIGURATION</b>	<b>COMPONENTS</b>
Packet Switched Data (PSD)	Point-to-Point	0B+D	- Pipe/Circuit - Centrex Line/Intercom -Logical Terminal- Packet Switched Data -D Channel Signaling
Circuit Switched Voice (CSV)	Point-to-Point /Single Access	1B+D	-Pipe/Featured Voice -Centrex Line/Intercom -Logical Terminal - CSV -D Channel Signaling
Circuit Switched Data (CSD) / Circuit Switched Voice + Data (CSV+D)	Multi-Point/ Multi Access/ Multi SPID	2B+D	-Pipe/Circuit -Centrex Line/Intercom -Two (2) Stations -Logical Terminal- CSV& Data/CSV ONLY/ CSD ONLY
Circuit Switched Data (CSD)	Point-to-Point/ Multi Access/ Single SPID	2B+D	-Pipe/Circuit -Centrex Line/Intercom -One (1) Station -Logical Terminal- CSD ONLY

**2.1.12.2 INTELLILINQ ISDN BRI STANDARD FEATURES**

The IntelliLinQ ISDN BRI Line Service includes the following features:

- All of the features included in the Enhanced Voice Centrex Service (no separate charge for these features when ordered as a part of the IntelliLinQ ISDN BRI Service).
- An arrangement of 64 Kbps Circuit Switch Voice service on one B channel and Packet Switched Data on either of the other B channel; Or the Packet Switched Data with D channel Signaling on the D Channel, simultaneously.
- One Digit Intercom Dialing
- Two Digit Intercom Dialing
- Intercom Alerting
- Call Bridging
- Delayed and Abbreviated Ringing

- Feature Function Buttons:
  - Automatic Callback on Busy
  - Call Forwarding Variable
  - Call Pickup
  - Conference Calling
  - Drop
  - Hold
  - Transfer
  - Speed Calling
- Multiple Call Appearances of a Directory Number
- Display for Ringing Call Appearances Only
- Idle Call Appearance Preference
- Outgoing Called Line Identification for IntelliLinQ ISDN BRI Terminals
- Priority Calling (Incoming)
- Priority Calling (Originating)
- Packet Switched Data Throughput rate is limited to the number of IntelliLinQ ISDN BRI feature equipped lines by two. This packet throughput rate is the rate per second per Centrex switch for packet transfer within the switch.
- Shared Line Appearances (Analog or Digital) on the IntelliLinQ ISDN BRI set interface.

The IntelliLinQ ISDN BRI Line Service requires customer to provide digital Customer Premise Equipment (“CPE”) compatible with ISDN technology. Also, to use the IntelliLinQ ISDN BRI Line Service, the customer premises cable must be metallic; the customer’s NT1 devices cannot be more than 10,000 cable feet distant from the digital serving Central Office, ORM or Central Office Extension, whichever is closest.

The ISDN Anywhere Program will provide ISDN service to VITA customers who are served from a non-ISDN equipped Central Office. This service is provided from a Verizon designated office at no additional charge to the VITA customer. This applies to offices that are not capable of supporting ISDN.

This program is offered to VITA customers agreeing to:

- Implement ISDN service on Verizon’s National platform
- Accept a foreign exchange phone number
- Change to their local serving office after it becomes ISDN capable or start to pay mileage and channel terms where charges are applicable.

When a VITA customer's Local Serving Office is not ISDN capable, the VITA customer may be offered an alternate Host Central office that is ISDN capable.

If the VITA customer refuses the offered Host Central office with the normal serving NXX, and requests a different calling area, mileage and any other applicable charges apply from the Local Serving Office, not the Host office.

### **2.1.12.3 INTELLILINQ ISDN BRI OPTIONAL FEATURES**

At VITA request, one or more of the following features shall be added to any line or lines using the IntelliLinQ ISDN BRI Line Centrex Service: (see Attachment 4 for prices of these optional features)

#### **2.1.12.3.1 Attendant Console Service**

Verizon will provide Attendant Console Service as an enhancement to the ISDN BRI Centrex line service.

#### **2.1.12.3.2 Centrex Line-Unrestricted Software Only Number**

Secondary telephone number or Call Appearance on an ISDN terminal and shares the B channel of the primary number.

#### **2.1.12.3.3 Conversion of Analog Centrex Line To ISDN BRI**

All existing Verizon Analog Centrex lines that are converted to an ISDN BRI Centrex line, installation charges will apply.

#### **2.1.12.3.4 ISDN BRI Flat Rate Data Usage**

Virtual Office ISDN BRI (VOI) is an optional feature package that provides unlimited local circuit switch data optional calling plan for VITA Enhanced Analog Voice Centrex ISDN BRI customers. This optional service is offered as a supplement to Enhanced Centrex ISDN BRI service.

#### **2.1.12.3.5 ISDN BRI Circuit Switched Data Usage**

ISDN Circuit Switched Data Service (CSD) provides the ability to originate and receive circuit switched data calls over a 64 Kbps B-Channel.

Circuit Switch Data calls originating and terminating within a Centrex group incurs no data usage charges. All local CSD calls prefixed with an access code of "9" and terminating outside of the originating Centrex group will incur Centrex data usage charges.

#### **2.1.12.3.6 Primary Directory Number of a Multipoint Arrangement/Station Charge**

In a multi-point arrangement a second voice channel may be added to a Voice Centrex line equipped with the IntelliLinQ ISDN BRI Line Service when CPE is available to distribute the second B channel to a different station. This permits multiple ISDN BRI Centrex stations (Maximum of 8) on a single line. All stations on the Multipoint Centrex line will have access to the two (2) B Channels, however, only two stations can have B channel access simultaneously. The B channels can be used for either voice or data. Up to eight (8) station can have simultaneous access to the D channel however, the D channel throughput is limited by the 16 Kbps line rate.

### **2.1.13 RESERVED FOR FUTURE USE**

#### **2.1.14 DIRECT SERVICE PLAN**

The Direct Service Plan (DSP) specified in the Agreement allows authorized customers to procure

Centrex services in a flexible and distributed fashion. As DSP participants, these authorized customers are responsible for the operational use of Centrex services, while (VITA) provides overall contract administration and strategic planning for Centrex Services. VITA is responsible for determining qualifications and granting Users access to the Centrex DSP. All new DSP requests for localities will be based upon the mutual approval of Verizon and VITA.

Installation charges will not apply to existing Verizon Centrex lines that are converted to a VITA Centrex line used by a DSP participant wherein the conversion requires only billing reconfiguration and does not require physical facility work; however, a billing conversion charge will apply for each line converted.

#### **2.1.15 OTHER OPTIONAL CENTREX FEATURES AND SERVICES**

**2.1.15.1 AUTOMATIC CALL DISTRIBUTION (ACD)** Lucent Technologies has discontinued the 5ESS Central Office based ACD, otherwise known as the Pinnacle system. 5ESS ACD is no longer an available option for new installations. Existing installations will be supported on a where facilities exist basis and only so long as adequate maintenance and parts can be reasonably obtained from Lucent.

Existing ACD Service will continue to be maintained in the Richmond LATA only, however, statewide service will be available and offered as a Managed Voice Service by VSSI as set forth below under 2.8 below.

Automatic Call Distribution (ACD) is an optional Centrex Feature that distributes incoming calls uniformly to answering agents. When an ACD group telephone number is dialed, the Central Office looks at all available agents and distributes the call to the agent whose position has been idle the longest. If all the agents are busy, the call is placed on hold, and then routed to the first available agent. Call distribution is managed by the applicable Central Office (CO) equipment.

Typically the agents are assigned to groups with a supervisor for each group. Supervisor equipment has the ability to monitor the agent positions.

Agents may also telecommute by way of remote terminals.

An integral part of the ACD system is the ability to interface with a Management Information System (MIS) that organizes raw call processing data into reports on:

- Number of incoming calls
- Calls answered
- Call delay
- Calls abandon
- Agent performance



- The MIS requires a Lucent Model 7516 Terminal furnished by the customer.

This service is available only at the Richmond Grace Street and Stuart Avenue Offices and only in conjunction with the IntelliLinQ ISDN BRI Line Service.

#### **2.1.15.2 AUTOMATIC NUMBER IDENTIFICATION**

For those trunks terminating at an Inter Exchange Carrier (IXC) Point of Presence and originating in a Centrex Switch, Per Switch and Per Trunk monthly charges will apply if Automatic Number Identification (ANI) is requested.

Upon VITA request, Verizon shall provide out pulsing of the telephone number of the originating station over VITA designated trunks.

#### **2.1.15.3 AUTOMATIC ROUTE SELECTION (ARS)**

This feature allows customers of unrestricted stations and tie lines to dial a pre-selected code and automatically route their call over the "LEAST COST" facility chosen by the customer. If the chosen facility is unavailable, the call will then automatically route to up to three additional facilities chosen by the customer. This arrangement is available for use with Foreign Exchange (FX), Wide Area Telecommunication Service (WATS), Tie Lines, and Other Common Carriers access lines which are compatible with ARS and the Exchange Network.

- A pattern is a group of different routes arranged to be automatically selected in sequence to complete calls. Patterns will, as specified by the subscriber, overflow to either the exchange network, a tone, an announcement, or the attendant.
- A Facilities Restriction Level (FRL) can be provided on each Centrex line and tie line to determine both the type of call and the type of facility to be permitted over a tie line to a distant switching location it is identified and carries the same restriction as those imposed at the originating point

#### **Deluxe Only**

- Expensive Route Warning Tone - Provides a warning tone to indicate the selection of an expensive route.
- Time of Day Routing - Allows for a cost-effective use of facilities by allowing or denying route choices based on the time of day.

#### **2.1.15.4 CALLER ID – CENTREX**

The Caller ID-Number Only feature enables a customer to identify the calling party's number before the call is answered. Two full rings at the telephone set are required to guarantee display of Calling Party Number data on most Customer Provided Equipment (CPE) at the customer's premises, although in some cases data will display after the first full ring.

Depending on the CPE unit, the following information may be transmitted:

- Area Code + 7 digit telephone number

- Date
- Time of call.

**2.1.15.5 CALLER ID DELUXE-CENTREX**

Caller ID Deluxe is an enhanced form of Call ID, designed for use with Caller ID and Call Waiting ID with Name.

**2.1.15.6 CALLER ID – DORMITORY CENTREX**

See Caller ID-Analog Centrex service description

**2.1.15.7 CALL PARK**

Allows a station to park a call against its own line number. The parked call can be retrieved from any station line in the Centrex group by dialing a feature code and the line number against which the call is parked.

**2.1.15.8 CALL SCREENING-CENTREX**

Selective Class of Call Screening is a type of Long Distance Message Restriction. With this arrangement, Customer Dialed Long Distance Calls are routed to an Operator who allows completion of only certain prearranged types of calls, i.e.:

- Bill to Third Party
- Collect Call
- Credit Card

Call screening capability shall be available on both enhanced and dorm voice Centrex lines.

**2.1.15.9 CAMPUS STUDENT EMERGENCY HOTLINE**

Enables agencies, institutions with campus-like environments, to install Enhanced Centrex which are intra-system calling only. These lines can be deployed at or around emergency call stations, elevators, dormitory lobbies, etc. These lines are pre-programmed to immediately dial a predetermined Centrex extension within an agency or institution's Centrex system. The automatically dialed calls are limited to intra-system extensions only and may not be forwarded over private or dedicated special access facilities without prior consent from Verizon. The cost of each Campus student Emergency Hot Line Centrex Service Line will not include exchange access. An installation charge will apply per line. This service is available only to agencies and institutions of VITA.

**2.1.15.10 CENTREX CALL MANAGEMENT**

Centrex Call Management (CCM) is a telephone usage management system designed to provide Centrex customers with the information necessary to monitor their telecommunications facilities, station usage, and costs. As with other message detail recording services, CCM will, with some specific limitations, provide the following detail on outgoing customer calls:

- Date of call
- Connect time of call
- Calling number

- Called number
- Call duration
- Type of facility

Because of its message collecting and processing method, CCM provides VITA with options not available on other message detail recording services. CCM allows customers to receive their call detail with rates:

- On a monthly basis
- On magnetic cartridge tape, or
- On CD-ROM (See View@once M&P)

The call detail records sent on magnetic tape (or CD-ROM, for View@once) are extracted from standard Verizon Automatic Message Accounting (AMA) records. When the records are sent to the customer they are in traditional Bellcore Exchange Message Record (EMR) format.

#### **2.1.15.11 CONFERENCE ARRANGEMENT – 6 PORT**

Allows station customers to establish up to 6 conference connections, including the originating line, by dialing the assigned access code. Six Port Conferencing is a shared facility within the switch. If the customer has multiple Conference Arrangements (CAs) or multiple customers in a central office have CAs, the CA facility(s) may not be available if simultaneous access is attempted. If this situation is encountered, the customer needs to establish the conference at a later time.

#### **2.1.15.12 DIGITAL FACILITY TERMINATION**

Digital Facility Terminations (DFT) - A DFT is a central office connection, which provides a T1 (1.544 Mbps) interface. The DFT is commonly utilized when a customer desires a T1 connection between Verizon Central Offices, a Central Office and a customer PBX, or a Central Office and an inter-exchange carrier (IXC).

#### **2.1.15.13 IDENTA-RING-CENTREX**

This feature, formerly called Identa Ring, provides the capability of having up to three (3) separate numbers, each with a distinctive ring, which identifies the number being called

#### **2.1.15.14 INSTALLATION & WIRING CHANGES-CENTREX SERVICE**

##### **Station Wiring From Telephone Closet To Station Jack**

Contractor will provide on request, with the exception of Dormitory Service, the station wiring required for the extension of Centrex single line service.

##### **New Station Wiring**

New station wiring will be installed when there is inadequate or no existing wiring in place. New station wiring will consist of the following. A category 3, or if requested, category 5 cable will be run from the telephone closet termination blocks to the station jack location.

- All new station wiring will be labeled on both ends with the Centrex number.

- All new station wiring will be tested for continuity, if category 5 cable is installed it will be tested to category 5 standards.

**Existing Station Wiring**

Use of existing station wiring, wherever possible and feasible, will be used. To reuse the existing station wiring, it may be necessary to modify the termination on both the jack and the termination blocks.

- All existing station wiring will be labeled on both ends with the Centrex number.
- All existing station wiring will be tested for continuity.

**Riser cables**

Riser cables only apply to buildings with more than one telephone closet. The riser cables are used to connect the main telephone closet (the demarcation point for the building) to the floor serving telephone closet. If during the installation of a Centrex circuit there is not adequate riser cable installed, Verizon will work with VITA to determine what size riser cable should be installed to accommodate future growth.

Standard wiring is the only installation wiring required to provide dial tone to the on-premise RJ-11 jack for conversion of existing Centrex lines and installation of new lines. (Teflon wire excluded).

**Maintenance of On-Premise Wiring**

Upon request by VITA, on-premise cable and wire maintenance service will be provided on Centrex lines for which this service is ordered. This service will be provided subject to the following conditions:

- All lines within the individual ordering agency location must be covered.
- The rate per line will be subject to annual CPI adjustment.

**2.1.15.15 INTRA-LATA WIDE CALLING**

Intra-LATA Wide Calling is a service which allows toll traffic to originate in Verizon's (former Bell Atlantic) franchised area within a LATA and terminate anywhere within the same LATA (LATA-Wide Calling).

VITA will provide to Verizon a listing of originating phone numbers or Trunk IDs for customers of this Service.

**2.1.15.16 LINES BEYOND SERVICE AREA**

An Enhanced Centrex Line extending beyond the boundaries of the serving office's serving area shall incur a Verizon mileage charge for the portion that exceeds the service area, at the rates set forth in Verizon's applicable tariff.

**2.1.15.17 MUSIC ON HOLD-CENTREX**

Music On Hold service allows customers to optionally provide music, or any other type of customer specified audio output rather than silence, to calls on hold.

Music may be provided to parties placed on hold by the controlling party as a result of

the Three-Way Calling, Call Hold, Call Waiting, Call Pickup (using hard hold), ISDN Hold, Conference Calling (6 Port Conference), and Attendant Camp-On features. The controlling party may be an analog line, an analog attendant, an ISDN customer, or an ISDN attendant.

This feature may also be combined with the Uniform Call Distribution queuing feature to provide customers waiting in queue with music instead of a ringing tone.

To connect the CO Music on Hold interface equipment to the music (or recording source) on the customer's premise, a two-wire voice grade communications channel (without signaling) is required. This channel provides voice frequency transmission in the 300 to 3000 Hz range. Voice Grade channels may be either point-to-point, or multi-point.

**2.1.15.18 RECORDED ANNOUNCEMENTS & INTERCEPTS-CENTREX**

Verizon shall provide VITA with the standard recorded announcements, which Verizon makes available to the public for like services. There shall be no additional charge for this Service.

Verizon will provide specialized intercepts and announcements. A one-time setup fee will be charged for the serving Centrex Central Office, if such fee has not previously been assessed.

A set up fee will be charged for each line requiring the intercept and announcement.

**2.1.15.19 RETURN CALL-CENTREX**

This service allows the calling party to automatically return most recent incoming calls. If line is busy, 30 minute queuing process begins. This Service will be provided subject to the rates, Service Description, and conditions set forth in Verizon's applicable Tariffs.

**2.1.15.20 STATION MESSAGE DETAIL RECORDING (SMDR)**

An optional feature of VITA Enhanced Analog Voice Centrex service that provides a record of calls originating from VITA Enhanced Analog Voice Centrex station lines to locations outside of the same VITA Enhanced Analog Voice Centrex in "near" real time. Facility groups, such as, Tie Lines, Foreign Exchange, Customer Private Networks, etc., may also be designated as recording originating calls.

The SMDR record includes the following information:

- The VITA Enhanced Analog Voice Centrex Line number originating the call
- The VITA Enhanced Analog Voice Centrex Line number of incoming facility group which originated the call or originating station number
- The called telephone number
- The date, time, and duration of the call
- The facility type used for routing the call

Account codes or authorization codes, if ordered by the customer, can be included in the record.

**Delivery of SMDR Call Records**

SMDR records are provided to the customer via one of the following two methods:

*Internet Access* - The call records are sent to the customer via the Internet via File Transport Protocol (FTP) delivery. (Preferred method, most reliable, least cost, method of delivery.)

Two types of call data delivery exist: only one would apply to a given application

- Internet Delivery unencrypted
- Internet Delivery encrypted - private network  
(The customer may have their own Virtual Private Network (VPN) Server or have Verizon provide them with software for their PC that will create a VPN Server.)

The customer has the option to determine the frequency of call detail delivery:

- Daily - once or multiple times
- Weekly - once at the same time or various days at multiple times

*Dedicated Access* - This option requires a dedicated voice grade line from the Central Office to the customer's location where the call records are transmitted to the customer according to a pre-determined schedule.

The Dedicated Access methodology has been grandfathered and no new installations are allowed. Existing Dedicated Access arrangements can be retained at existing locations.

**SMDR Regulations**

The following are SMDR regulations:

- SMDR is available only where facilities permit and from capable Central Office switches only.
- SMDR is not represented to be a provision of billing detail.
- Customer must designate all station lines in a customer group and/or facility groups on which SMDR is to be provided.

***SMDR Optional Features:***

**Account Codes**

- Account codes permit a line customer to dial a series of digits that appear in the SMDR record for that particular call. Data sending and transmitting equipment is required.
- Account codes are available with the initial installation at no additional charge.
- They are an optional feature; the customer uses a unique access code to enter an account code before making a call outside the VITA Enhanced Analog Voice Centrex system.

- There is a charge for changing the number of digits in the account code after installation.
- Number of digits may range from 2 to 15 digits. Must be uniform per customer and are usually 6 to 8 digits.
- Account codes are provided by NOTD/Software Provisioning; request on appropriate VITA Enhanced Analog Voice Centrex Request.

**Authorization Codes**

An optional VITA Enhanced Analog Voice Centrex feature that allows the customer to dial a code to override the Facility Restriction Level (FRL) assigned on an individual VITA Enhanced Analog Voice Centrex line. Used to identify callers on the SMDR record, assign a Network Class-of-Service (NCOS) and/or control exchange access. FRLs are only provided with ARS Deluxe Service.

Authorization codes must all contain the same number of digits and must not conflict with on-network code assignments.

**Provision of Data Usage**

Contractor will provide VITA with a combination of daily electronic SMDR data and monthly magnetic tape SMDR data.

- a. This Service will provide usage data from Centrex Switches on monthly tapes within seven (7) working days after the 28<sup>th</sup> day of the previous month. The electronic transfer of SMDR from Nodal Switches, selected offices equipped with the IntelliLinQ ISDN BRI features, and those switches providing Student Centrex Service will provide hourly/daily call collection.
- b. The cost for monthly magnetic tapes or records delivered in accordance with Section 4 are for those Central Offices not equipped for transfer of daily electronic SMDR data.
- c. The cost for monthly electronic transferred usage as requested from those central offices not equipped for transfer of daily electronic SMDR data will be in accordance with section 4 per requested SMDR record plus a monthly charge per Central Office. This transfer will be provided electronically from Contractor's Data Center to VITA's designated location, based on development of compatible interfacing.
- e. VITA will be responsible for transport of data between switching locations and the Call Collection Terminal at 110 South 7th Street, Richmond, VA.

VITA shall provide for all data transmission facilities and terminal equipment utilized in the provision of electronically transferred SMDR data.



**2.1.15.21 ULTRA CALL FORWARD-CENTREX**

Ultra Forward service combines Call Forwarding with remote access capability to activate, deactivate or change the forward-to number from any touch-tone or tone signaling capable telephone when away from a place of business.

**2.1.15.22 UNIFORM CALL DISTRIBUTION (UCD)-CENTREX**

Uniform Call Distribution (UCD) is an optional Enhanced Centrex feature, which permits an even distribution of incoming, switched network, and Intra-Centrex calls to a designated group of Centrex lines arranged for this service. When the lead UCD telephone number is dialed, the CO looks at the hunt group and selects the line that has been idle for the longest period of time.

**2.1.15.23 VIRTUAL PRIVATE NETWORK SERVICE**

Virtual Private Network Solutions (VPNS) is a service that allows businesses to receive customized treatment for their local and intraLATA toll usage. With this service, business customers are able to tie their locations together, pre-select call routing instructions and screen call patterns.

Calls can originate from telephone numbers included in a customer's:

- Private dialing plan database (on-net),
- Designated on-net locations (Centrex lines, PBX trunks, ISDN lines or POTS lines)

Customers must subscribe to either Location Code Dialing or Portable Extension Dialing as detailed in Section (1) "Private Dialing Plan".

All other VPNS features are optional services that may be selected by the customer. VPNS provides numerous features to businesses with employees who travel or work at home.

(1) Private Dialing Plan

(a) Location Code Dialing - Feature allows for extension numbers to indicate a specific location. The extension numbers are a combination of digit(s) or access code and digits corresponding to part or all of the customer's North American Numbering Plan telephone number. This dialing plan allows duplication of extension numbers among locations served by difference central offices.

(b) Portable Extension Dialing - Feature allows an extension number that is independent of the North American Numbering Plan. When a customer moves from one location to another, his/her public telephone number will change but their assigned extension number can stay the same. This allows any caller within the customer's network to reach the customer by dialing the same extension regardless of the customer's location.

(2) Off-net/On-net Calling

(a) On-net to On-net - Calls originating from and terminating to a telephone

number included in the private dialing plan database. The caller dials a pre-defined dialing plan number for the location to be reached.

(b) On-net to Off-net - Calls originating from a designated on-net location (telephone numbers included in customer's private dialing plan database) and terminating off-net (telephone numbers not included in customer's private dialing plan database). The caller dials a standard 10-digit NANP number in the same manner as placing a long-distance call.

(c) Off-net to On-net - Calls originating from a telephone number not in the customer's private dialing plan database but terminates to a telephone number included in the customer's private dialing plan database. The caller will be required to enter an authorization code in order to access the customer's VPNS remotely. Once the caller has been granted access to the VPNS, the private dialing plan can be used to complete the call.

(d) Off-net to Off-net - Calls originating and terminating in telephone numbers not included in the customer's private dialing plan database. This type of call applies to traveling employees who might be accessing the VPNS via a home office.

(e) Remote access mode - Once the caller has been granted access to the VPNS the call will be routed in the same manner as an On-net to Off-net call.

**(3) Facility Hubbing**

(a) Routing Pattern Control - enables the customer of record to pre-select the route (private facilities or public network) of outgoing, off-net calls based on the called party's telephone number, time-of-day, and/or day-of-week.

(b) Remote Access to Private Facilities - the capability for customers of record station lines (Centrex lines, PBX trunks, ISDN lines or POTS lines) to reach a remotely located private facility or group of facilities by dialing an access code.

(c) Facility Termination - the capability for private facilities terminated in a Central Office to be accessed by remote VPNS customers.

**(4) Call Screening Controls (Screening patterns are limited to three (3) patterns per location.)**

(a) Call Patterns Screening Controls - customer defined calling privileges which allow for screening by called telephone number or Numbering Plan Area (NPA).

(b) Time-of-day, day-of-week Screening - permits the customer to restrict calling privileges based on the time-of-day and/or day-of-week.

(5) Remote Access (Usage charges specified in (3) (b) above also apply.)

(a) Work-at-Home - the ability for Commonwealth employees to use their residential telephones to originate business calls by dialing a predefined access code.

(b) Access code before initiating the call and having the associated usage billed directly to their office telephone number.

(c) Business Travel - the ability for a Commonwealth employee to use an off-net telephone to originate business calls by dialing a pre-defined access code and identification code before initiating the call and having the associated usage billed directly to their office telephone number.

(6) Access Control - Security for access to specific facilities, to override station restrictions, or to access VPNS features, can be provided based on the calling number, an authorization code, a Personal Identification Number or a combination of the above.

(a) Authorization Codes - Codes from 2-15 digits in length that can be used to validate access and/or calling privileges.

(b) Personal Identification Number - Numbers that can vary in length from 4 to 8 digits that can be used to associate restricted services and privileges with employees and/or office telephone numbers.

(c) Interactive Account Codes - Codes used by customers of record to track network usage.

1. Non-validated Account Codes -. These codes are not verified as legitimate codes belonging to the customer, i.e. any 1 - 8 digit code entered will be recorded.

2. Validated Account Codes - These codes are verified against legitimate codes as belonging to the customer.

3. Forced Account Codes - Enables a customer to require all originating calls to enter an account code prior to connecting the terminating end.

(7) Virtual Hot Line Service - Allows for a predefined automatic connection from an on-net telephone to another on-net telephone at a remote location. When the receiver of the Virtual Hot Line Station is lifted, the telephone number of a pre-determined on-net station will be connected.

## **2.2 CENTRANET / CORE VOICE (for Verizon South Inc. territory)**

### **2.2.1 VITA VOICE CENTRANET DESCRIPTION**

CentraNet is a Verizon network service, which uses central office (CO) switching equipment to provide internal communications, call management features, and access to the public switched network for customers of all sizes.

### **2.2.2 EXCHANGE ACCESS REGISTERS (NARS)**

With Flat Rated CentraNet service, Exchange access Registers (NARS) are required. These NARS are switch software that limit, choke, and block the outgoing/incoming calls to the network. In effect, the CentraNet service is offered like a PBX with two way trunks that control incoming/outgoing access beyond the system to the exchange network. Customer pays a CentraNet line monthly rate for every line plus a monthly rate for the number of NARS purchased. The NAR line count ratio will be determined by Verizon upon ordering the service, and is based upon the customers usage needs.

### **2.2.3 VITA ANALOG CENTRANET STANDARD FEATURES DESCRIPTION**

Each Analog CentraNet Service Line rate includes the line, intercom, and the following features:

#### **2.2.3.1 Automatic Identification of Outward Dial**

Identifies all calls leaving the customer group by the station number from which calls are placed.

#### **2.2.3.2 Common Recorded Announcement on Intercept**

This feature provides a standard recording for intercept of calls to unassigned numbers.

#### **2.2.3.3 Direct Inward Dialing**

This feature allows incoming calls from the exchange network to reach a specific station without attendant assistance.

#### **2.2.3.4 Direct Outward Dialing**

This feature allows station customers to place external calls to the exchange network without attendant assistance. The standard dial access number to the exchange network is "9". The CentraNet line numbering plan may not begin with the same digit as the Exchange Access Code.

#### **2.2.3.5 Distinctive Ringing**

This feature permits a station customer to determine by the cadence of the ringing, whether a call is internal or external.

#### **2.2.3.6 Station-to-Station Calling**

This feature allows station customers to call each other using abbreviated dialing and is restricted to the serving wire center only for voice and circuit switched data calls.

**2.2.3.7 Touch Call**

This feature equips all stations for touch call (a.k.a. Touch-tone) dialing.

**2.2.4 VITA OPTIONAL VOICE CENTRANET FEATURES:**

***2.2.4.1 CentraNet Feature Package 1000:***

The following features are included in the CentraNet Feature Package 1000:

**2.2.4.1.1 Automatic Identification of Outward Dial (AIOD)**

Identifies all calls leaving the group by the number from which the call is placed.

**2.2.4.1.2 Call Alternation**

This feature allows a station customer to hold one call, make another call then talk alternately between the two parties.

**2.2.4.1.3 Call Forwarding**

This feature provides the option of fixed and/or variable forwarding of a station's incoming calls to a predetermined number. Includes all calls, only calls reaching a busy, or a no answer condition (Fixed Forwarding is established and changed by the Telephone Company, whereas variable forwarding is established and changed by the station customer.)

**2.2.4.1.4 Call Hold**

Allows a Main Station customer to place any call involving their main Station on hold by flashing and dialing a special code. The Main Station is then free to originate another call. The call is then retrieved by the hold code a second time or by hanging up the phone.

**2.2.4.1.5 Call Pickup- Direct**

This feature permits a station customer to pick up any ringing station in the business group by dialing the appropriate feature code plus the ringing station's intercom number. The ringing station is not required to be in the same pick up group.

**2.2.4.1.6 Call Pick Up-Group**

This feature permits a station customer to dial a code to answer a call that is ringing at another station within the call pick up group.

**2.2.4.1.7 Call Pick Up-Extended**

This feature permits a station customer to dial a code to answer a call that is ringing at another station within the call pick up group.

**2.2.4.1.8 Call Transfer**

Call Transfer provides for the transfer, by a CentraNet station, of calls within or outside the business group.

**2.2.4.1.9 Call Waiting/Cancel**

Call Waiting-Cancel allows the party making the call to activate Call Waiting on a busy line at completion of dialing on a per call basis.

**2.2.4.1.10 Call Waiting Termination**

Informs a busy Main Station, when the Main Station is so equipped, that an incoming call is waiting (burst of tone), and permits holding the connection while answering the new call and return to the original connection. This can be on all calls or inter-business group calls only.

**2.2.4.1.11 Consultation Hold**

This feature allows the initiator of a three-way call or transfer to speak privately with the third party before completing the connection.

**2.2.4.1.12 Dial Call Waiting**

Allows the station customer to send a Call Waiting tone when calling a busy station, even if the dialed station does not have the Call Waiting feature. Dial Call Waiting is restricted to calls both placed and received within the same central office.

**2.2.4.1.13 Directory Number Hunting**

This feature activates hunting when any of the directory numbers of the individual stations in the hunt group are called. If that station is busy, hunting will start with that station and continue to the end of the list.

**2.2.4.1.14 Hunting (Pilot Number)**

This feature provides for an incoming call to a fictitious pilot number to hunt through a rotary group of main stations to the end of that group. Also requires Pilot Number Hunt Group option.

**2.2.4.1.15 Hunting (Secretarial)**

This feature provides hunting within a department to hunt to the secretary list.

**2.2.4.1.16 Last Number Redial**

Allows a customer to redial the last number dialed by dialing a code instead of the entire number.

**2.2.4.1.17 Speed Calling Short List (Individual)**

Allows the Main Station customer to place calls to a list of frequently called telephone numbers by dialing fewer digits than the complete directory number.

**2.2.4.1.18 Station Restriction**

Semi-restricted: Permits the customer to have selected Main Stations restricted from receiving any calls from outside the business customer group or from making any calls outside the business customer group. Intercom calling and private facilities are accessible.

Fully restricted: Blocks calls to and from the attendant in addition to those (from/to) outside the customer business group.

**2.2.4.1.19 Three Way Calling**

This feature permits a station customer to place one party on hold, reach a third party, and bring all three parties together in a three-way connection.

**2.2.4.1.20 Toll/Code Restriction**

This feature prevents customer-designated stations from placing any chargeable toll calls. Arrangements to deny access to Directory Assistance and/or public Announcement Services are not assured. These features are intended to limit main station direct dialed outgoing calls, but such calls may, in certain circumstances, be completed and will be charged for as specified in other sections of the applicable tariff. Nonrecurring charges will be waived for customers subscribing to the 900/976 Toll Restriction Only Option (Series 1000).

**2.2.4.2 CentraNet Optional - Feature Series 2000**

(The features below are in addition to the CentraNet Series 1000 Package features)

**2.2.4.2.1 Automatic Callback**

Automatic Callback permits a Main Station customer who attempts an intercommunication call to a busy Main Station to be automatically connected to that station when both called and calling lines are subsequently idle.

**2.2.4.2.2 Call Park-Multiple**

This feature permits a station customer to place multiple calls on hold and later retrieve the held calls from his station or another station in the customer business group.

**2.2.4.2.3 Circular Hunting**

The system tests all line availability in the multi-line hunt group regardless of the point of entry.

**2.2.4.2.4 Data Line Security**

(Also referred to as Data Privacy or Data Line Protection) This feature prohibits interruption to a busy line by features such as call Waiting, Executive Busy Override, etc.

**2.2.4.2.5 Multiple Classes of Service**

This option gives each station a class of service that defines its calling privileges and any features restricted from its use.

**2.2.4.2.6 Saved Number Redial**

This feature permits a station customer to store a number in memory and then later redial the number using a code

**2.2.4.2.7 Speed Call Long List (System)**

This feature allows members of a customer business group to share a common speed call list of 30 members. One list is provided with Package 2000. Additional lists are available (see optional feature rates)



**2.2.4.2.8 Uniform Call Distribution (UCD Hunting)**

Uniform Call Distribution provides an even distribution of incoming network and intercom calls among the individual main Stations of a hunt group.

**2.2.4.3 CentraNet Optional - Feature Series 3000**

(The features below are in addition to the CentraNet Series 1000 and 2000 Package features)

**2.2.4.3.1 Call Forwarding/Incoming**

When activated by a Main Station customer, automatically routes incoming calls from outside the CentraNet System intended for his/her Main Station to any other Main Station selected within the same system or outside the CentraNet system. The Main Station selected may also be the attendant. The attendant may also activate a call forwarding for a Main Station.

**2.2.4.3.2 Call Forwarding/Within Group**

This feature restricts a station customer so that calls may only be forwarded to other stations in the business group.

**2.2.4.3.3 Executive Busy Override**

This feature allows a station customer to access a busy station after a break-in tone alerts the busy station.

**2.2.4.3.4 Off Hook Queuing**

When used with Automatic Route Selection (ARS), queuing is available on primary (first choice) routes in ARS patterns. The customer will provide the text and announcement for the queue. This requires a voice-grade channel between the central office and the customer-provided music source, and the optional Music-On-Hold feature.

**2.2.4.3.5 Remote Access to Features**

Allows a customer to access CentraNet features from a remote location through the use of an authorization code.

**2.2.4.4 CentraNet - Optional CLASS Feature Package**

The following features may be selected as a CLASS Feature Package.

**2.2.4.4.1 Automatic Busy Redial**

An arrangement that permits the customer to automatically have the last dialed number recalled. If the called line is found to be busy, a minute queuing process begins. The customer is then given an indication that the network will attempt to set up the called line until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found idle, the calling party is alerted with a distinctive ring signifying that the call can now be completed.

**2.2.4.4.2 Automatic Call Return**

Allows a customer to automatically return the last incoming call whether it is answered or not. Upon activation of the feature, the number of the most recent party who called is announced. To return the call, the customer dials "1" and the number is dialed automatically. If the called line is found to be busy, a minute queuing process begins. The customer is given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of both parties until lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the called party is alerted with a distinctive ring signifying that the call may now be completed.

**2.2.4.4.3 Call Block**

Allows a customer to block incoming calls from a maximum of 12 telephone numbers. The customer can also block incoming calls placed from the last calling number even if the number is unknown to the customer. Blocked calls are routed to a recorded announcement that specifies that the called party is not accepting calls.

**2.2.4.4.4 Special Call Acceptance**

Allows a customer to select up to 12 customer telephone numbers from which calls are to be received. All other calls are intercepted and routed to a recorded announcement that informs the caller the customer is not accepting calls. Calls from numbers outside the specified exchanges will ring normally.

**2.2.4.4.5 Special Call Forwarding**

Is an arrangement which permits a customer to pre-specify telephone numbers (maximum of 12) from which incoming calls are to be forwarded. During the period that Special Call Forwarding is activated, only calls from the pre-specified numbers will be forwarded.

**2.2.4.4.6 Special Call Waiting**

Allows a customer to choose up to 12 numbers that can activate call waiting. Incoming calls placed from numbers not selected by the customer receive busy signals when the customer's line is busy. Customers may not subscribe to Call Waiting and Special Call Waiting on the same line.

**\*\*\*\*Note: Anonymous Call Rejection Not Available to CentraNet customers.\*\*\*\***

**2.2.4.5 CentraNet - Optional Miscellaneous CLASS Features**

The following miscellaneous CLASS features may be purchased individually. The Miscellaneous CLASS Features are:

**2.2.4.5.1 Caller ID Number Only**

Allows the customer to receive the number associated with the calling party. If the Caller ID - Number is not available a message will be received.

**2.2.4.5.2 Caller ID (with Name and Number)**

Allows the customer to receive the name and number associated with the calling party. If the Caller ID – Name and Number is not available a message will be received.

**2.2.4.5.3 VIP Alert/Priority Call**

Allows a customer to program up to twelve (12) numbers of selected callers enabling the station customer to distinguish certain incoming calls from all others by a distinctive ringing tone. If a customer also subscribes to call waiting, calls from the selected numbers will be distinguished by a special call waiting tone.

**2.2.4.5.4 Call Trace**

Call Trace allows the station customer to automatically trace threatening or harassing phone calls from within the defined calling area, any time, day or night. The record of the traced call will be stored at your local telephone office.

**2.2.4.5.5 Selective Blocking (Cancel Caller ID per Call)**

(A.k.a Per Call Blocking) Selective Blocking (Per Call) allows you to prevent your number from being displayed on Caller ID display devices, one call at a time. The activation code is usually \*67. Activate the feature, place the call and the number will NOT be displayed, but for that call only.

**2.2.4.5.6 Complete Blocking (Cancel Caller ID per Line)**

(A.k.a. Line Blocking) - Please note, some states restrict this offering to calls made to Domestic Violence Centers and Law Enforcement Agencies. Reference tariff for state specific restrictions. Automatically prevents your number from being displayed on Caller ID devices on most calls made. The line customer can allow their number to be displayed when desired one call at a time. The station customer with Complete Blocking on the CentraNet line may allow their number to be displayed one call at a time by depressing \*82. When the called party has activated Anonymous Call Block (ACB) and the CentraNet Line with Complete Blocking, the call will be refused. The CentraNet station must enter \*82 in order to reach any customer who has activated ACB.

**2.2.4.6 CentraNet - Optional Customer Group (System) Features**

(The features below can be ordered individually at the rates and charges set forth in the applicable tariff.)

- 800 Service Access
- Additional Numbers
- Attendant Console Operational Measurement
- Attendant Data Link Console Interface
- Attendant Flexible Night Answer
- Attendant Identification Multiple Directory Numbers
- Attendant Mixed Night Answer
- Attendant Predetermined Night Answer
- Attendant Universal Night Answer
- Authorization Codes (Per Group of 10)
- Automatic Call Distribution (ACD)
- Automatic Line Automatic Route Selection

- Business Set Call Forward Universal on a per Key Basis
- Call Trace
- Caller ID
- Caller ID Number only
- Calling Name Display Name Display for MADN Secondary Numbers
- Code Call Access
- Complete Blocking
- Conference Calling (6-8 Port)
- Customer Moves and Changes (CMAC)
- Dictation Access and Control
- Direct Station Set/Busy Lamp Field
- Electronic Business Set (EBS) as Message Center
- Expensive Routing Tone
- Facilities Restrictions Level
- FX Access
- Group Intercom (GIC) All Calls
- Individual Page for GIC
- Instant Call Accounting (ICA)
- Limited Automatic Call Distribution
- MADN Cutoff Disconnect
- MADN Ring Forward
- Make Set Busy Except GIC
- Meet-Me Page
- Meridian Business Set (MBS) Auto Inspect Mode
- Message Service
- Music-on-Hold
- Music-on-Hold (EBS)
- Paging/Public Address Access
- Pilot Number of Hunt Groups
- Preferential Hunting
- Preset Conference
- Priority Queuing
- Recorded Announcement (Custom)
- Ring Again from Idle Business Set
- Secondary MADN Call Forward
- Selective Blocking
- Single-Line Queue for Mini-Console
- Speed Call 30
- Station Camp-On
- Stop Hunt
- T1 Access
- Terminal Make Busy
- Tie Facility Access
- Time of Day Routing
- VIP Alert

- WATS Access

### **2.2.5 DIGITAL VOICE CENTRANET SERVICE**

Digital Voice CentraNet service is provided under terms, conditions and prices set forth in the VA tariff.

## **2.3 BASIC Public Switched Telephone Network (PSTN) FEATURES AND SERVICES**

### **2.3.1 ANALOG TRUNKS**

A path between two telephone switches that carries telephone calls with a transmission bandwidth limited to voice frequency (i.e., 3400 Hz).

### **2.3.2 ANALOG BUSINESS LINE (POTS)**

A business class of service analog, voice-only telephone line. This line can be established as a message, measured, or flat rated service line. Message service is calculated by multiplying a constant factor by the number of "message units" a call accrues. Measured service is calculated by an incremental usage charge based on time of day, duration of a call and distance called. Flat rate service is not related to the amount of traffic carried, but provides unlimited outbound calls to a local calling area.

### **2.3.3 DID STATION NUMBER**

The telephone number of a line between an individual extension and a PBX or key system. May also refer to an internal circuit that can be connected to a PBX switchboard.

### **2.3.4 DID TRUNKS**

A feature of a trunk that allows incoming telephone calls through switching equipment to be placed directly to a station line without use of an operator.

### **2.3.5 DIGITAL HANDOFF LOCAL ACCESS SERVICE**

High Capacity Digital Hand-Off Service is a high capacity digital channel that carries voice grade local exchange and Channel Service between the customer's serving central office and the customer's compatible premises equipment.

There are two types of service:

- Multiplexed Hand-Off Facility

The multiplexed Hand-Off facility is a digital wideband channel operating at a transmission speed of 1.544 Mbps. It is a simultaneous two-way transmission media using serial, bipolar, return-to-zero, isochronous, alternate mark inversion (AMI) format. It extends from the customer's high capacity interface to the serving central office where it is multiplexed for connection to a maximum of 24 combined voice grade or private line services (excluding DDS, Metallic, and Centrex digital facility trunks).

- Dedicated Hand-Off Facility

The dedicated Hand-Off facility is a digital wideband channel operating at a transmission speed of 1.544 Mbps. It is simultaneous two-way transmission media

using serial, bipolar, return-to-zero, isochronous, alternating mark inversion (AMI) format. It extends from a customer's high capacity interface to the serving central office where it is connected directly into the digital switch. A maximum of 24 local exchange Direct Inward Dialed (DID) PBX trunks can be provided by each Dedicated Hand-Off facility. In Virginia only, the tariff allows DID and DOD trunks to be supported by this service.

#### **2.3.6 DIOD (2-WAY) TRUNKS**

A feature of a trunk that allows transmit/receive, inbound and outbound calling between two telephone switches.

#### **2.3.7 PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION (PS/ALI)**

*PS-ALI Services will be governed by the terms and conditions of Attachment 2-2 of this Agreement* The pricing for this service is offered only on an ICB basis through the Verizon's Custom Billing process.

#### **2.3.8 SINGLE LINE BUSINESS ISDN (POTS)**

Single Line Business ISDN is an optional service enhancement for use with existing business lines. Dial access from the customer's premise is over the same two wire cable pair used to provide voice and data services.

#### **2.3.9 CUSTOM REDIRECT**

Custom Redirect Service (CRS) with DTMF update is a call management service that allows all incoming calls to a group of pre-selected directory numbers to be rerouted to another location and/or directory number of VITA's choice. This service was previously called Switched Redirect Service.

With this service, the VITA's can redirect voice calls to pre-selected numbers based on VITA's defined criterion, which may include:

- Call destination selection by time of day, day of week, or day of year
- By passing through an Auto Attendant
- Call destination may be split on a percentage basis between destination numbers
- The calling party's number may be reviewed for special redirection based on the LATA, NPA, NXX or the ten-digit telephone number of the caller

#### **2.3.10. EXTENDED LOCAL SERVICE**

Extended Local Service (ELS) eliminates toll charges between specific exchanges and calls are rated as local usage. It is a two-way point to-point service that widens the customer's local calling area. The rates and regulations for ELS are contained in the S.C.C.-Va.-No.202 tariff.

### **2.4 CENTREX NETWORK MANAGEMENT**

#### **2.4.1 CMAC**

CMAC, Customer Moves and Changes, is a Centrex system enhancement. It offers customers control over routine moves, and changes to their Centrex service, right from their desktop.

Customers can activate, deactivate, and move Centrex lines, features, and options on designated station lines. Customers can program changes to take effect in real-time, overnight, or at future times.

The control that CMAC provides customers helps to make Centrex an even more flexible solution, customizable to customers' business needs. Customers' telecommunications systems can change as their business needs change, and with CMAC, customers don't have to wait for, or pay for, service orders.

**Features:**

Allow customers to control their Centrex system. Verizon has grouped these features into three categories: activation features, change features, and system management features.

**Activate/Deactivate Features:**

Permits activation/de-activation of any standard Centrex line feature. Centrex station lines can be completely activated or deactivated (i.e., suspended, though billing is not affected). For example, a network manager can arrange to activate new station lines on a certain date, so new employees can start work with fully functioning phones.

**Change Features:**

**Change**

Enables, disables, or changes the content of Centrex line and station feature options, such as Call Forwarding-Busy Don't Answer. This would allow a network manager to program individual employees' lines to route calls to another extension, or into voicemail, while the line is busy or unanswered.

**Bulk change**

Makes identical changes on multiple lines at the same time. For example, a network manager can submit a single change for all the phones in a department with Call Forwarding-Busy Don't Answer to forward calls to a new number when the attendant is on vacation. The manager could also submit a second bulk change when the attendant is scheduled to return.

**Swaps**

Lets customers swap or move telephone numbers to accommodate personnel moves. For example, if employees are going to switch cubicles or offices, the network manager can relocate their phone lines to the new locations.

**System Management Features:**

**Add, Change or Delete Authorization Codes**

Enables customers to provide and control calling privileges for individual end-customers and groups of end-customers. For example, employers can provide their employees with an authorization code to use before placing long-distance calls. If



employees abuse the privilege, their employer can control costs by changing the code and not providing it to employees.

**Report Generation**

Offers a number of pre-designed reports on customer's Centrex lines and stations.

**Search/Query**

Searches the database and identifies all lines and stations meeting the parameters of the search. For example, Search/Query can help a network manager determine who is in a Call Pickup Group, to ensure that all the members have the same features on their station lines.

**Multiple Centrex Management Feature**

For the metropolitan customers with more than one Centrex, or for the geographically dispersed customer - a single customer account is established.

The typical CMAC design is for one Centrex system. Customers can however, have multiple databases for one Centrex system. Each database will have different number ranges built in for customer access and control of those Centrex lines.

**Tally**

Counts the number of stations that have a particular feature. For example, a network manager can do a tally to identify how many stations have Call Forwarding to a line that is going to be disconnected. This way, the manager can reprogram the call forward feature for all the correct lines.

Service Order Charges shall not apply for rearrangements performed utilizing this service.

- a. The Verizon CMAC Administrator will correct any attempted rearrangements which have failed due to any of the following conditions:
  1. When a discrepancy exists between the CMAC Data Base and the Switch or the customer service record (CSR); or
  2. When a field has not been activated or initialized in the Data Base; or
  3. When there is a design or incompatibility issue between CMAC and the Centrex switch.
- b. Verizon will provide, as an identifier for digital lines, a "CP" in the type field of the Telephone Number Screen to distinguish between analog and digital lines. Verizon will build Voice/Data Service screens and provide VITA with Voice/Data Service screen usage training.
- c. Verizon will provide ongoing Centrex documentation to support the CMAC function. The documentation shall specify the design, configuration of classes of

service and capabilities for each Centrex having Commonwealth lines under this Contract.

Verizon will maintain Customer Service Records ("CSR") on Centrex lines reflecting all capabilities and designated remark lines until such time as Verizon develops and delivers to VITA a fully functional electronic interface between VITA, CMAC, the Centrex switch, and the operational support system.

## **2.5 INTELLILINQ - PRI**

### **2.5.1 INTELLILINQ – PRI SERVICE DESCRIPTION**

IntelliLinQ PRI is a local exchange access service that provides a direct digital connection via a 1.544 mbps facility between a VITA customer with ISDN-compatible CPE and the IntelliLinQ PRI equipped central office. IntelliLinQ PRI is available in Verizon central offices where PRI facilities exist. At VITA's request, Verizon will provide an updated list of IntelliLinQ PRI equipped central offices.

### **2.5.2 INTELLILINQ PRI FLAT RATE SERVICE:**

The following are the components included in VITA's ISDN PRI Flat Rate Service:

**a. Primary Rate Access Facility**

A high capacity access path that offers a transmission speed of 1.544 Mbps for communication from a Central Office to the customer premises.

**b. IntelliLinQ PRI Interface Arrangement**

Based on the customer's equipment and business needs, this is an arrangement or configuration of the bandwidth provided on the Primary Rate Access Facility i.e. 23B + D, 23B+ Backup D, or 24B. The channels created as the arrangement can carry several different services, depending on the customer's needs and the capabilities of their equipment.

**c. Flat rate trunk usage**

Provides unlimited outbound local calling

**d. Call all by Call Service:**

This arrangement allows VITA to request the option to the dedicated B channel arrangement in which B channels can be configured to access multiple services (i.e. DID/DOD) on a per call basis through special Verizon translations in the PRI Central Office. These translations identify which type of service to access for each call and set the parameters for the call limits. The customer premise equipment signals the local central office as to what type of service to access for each call. When implementing this option, the "choke value" for Call-By-Call services must be determined. The "choke value" indicates maximum number of calls of a specific call type received at one time.

**e. Calling Line Identification:**

Provides the originating calling number to the customer's equipment

**f. DID Trunk Termination Package:**

This is a pricing package on DID trunks riding an ISDN-PRI. This pricing package is in lieu of the monthly DID trunk termination charges that are applicable on each of the DID trunks riding an ISDN-PRI pipe.

### **2.5.3 INTELLILINQ PRI MESSAGE/MEASURED RATED SERVICE**

The following are the components included in VITA's ISDN PRI Message/Measured Service:

**a. Primary Rate Access Facility**

A high capacity access path that offers a transmission speed of 1.544 Mbps for communication from a Central Office to the customer premises.

**b. IntelliLinQ PRI Interface Arrangement;**

Based on the customer's equipment and business needs, this is an arrangement or configuration of the bandwidth provided on the Primary Rate Access Facility (i.e. 23B + D, 23B+ Backup D, or 24B). The channels created as the arrangement can carry several different services, depending on the customer's needs and the capabilities of their equipment.

A message rated PRI arrangement for local calling is calculated by multiplying a constant factor by the number of "message units" a call accrues. A measured rated PRI is calculated by an incremental usage charge that is based on time of day, duration of a call and distance called. {The regulations and rates for message/measured local usage is contained in the S.C.C.-Va.-No. 202, Section 1 tariff.

### **2.5.4 INTELLINQ PRI OPTIONAL FEATURE/SERVICES**

**2.5.4.1 Feature Package I Components**

Calling Line Identification and Call By Call Service Selection, per IntelliLinQ PRI arrangement.

**2.5.4.2 Feature Package II Components**

Calling Line Identification with Name, Redirecting Number, Call-By-Call Service Selection, per IntelliLinQ PRI arrangement

**2.5.4.3 Call By Call Service Selection**

This arrangement allows VITA to request the option to the dedicated B channel arrangement in which B channels can be configured to access multiple services (i.e. DID/DOD) on a per call basis through special Verizon translations in the PRI Central Office. These translations identify which type of service to access for each call and set the parameters for the call limits. The customer premise equipment signals the local central office as to what type of service to access for

each call. When implementing this option, the “choke value” for Call-By-Call services must be determined. The “choke value” indicates maximum number of calls of a specific call type received at one time.

**2.5.4.4 Calling Line Identification**

Provides the originating calling number to the customer's equipment.

**2.5.4.5 Calling Line Identification Deluxe**

Provides the originating calling number and name to the customer's equipment.

**2.5.4.6 DID Trunk Termination Package:**

This is a pricing package on DID trunks riding an ISDN-PRI. This pricing package is in lieu of the monthly DID trunk termination charges that are applicable on each of the DID trunks riding an ISDN-PRI pipe.

**2.5.4.7 Individual Additional Telephone Numbers:**

Provides the ability to add individual telephone numbers without subscribing to DID service or ordering numbers in blocks of twenty.

**2.5.4.8 IntelliLinO PRI Reconfiguration Charges:**

Non-recurring charges will apply to add or change an existing trunk group or when adding a new trunk group. Non-recurring charges will also apply to any changes made in the D channel configuration.

**2.5.4.9 Modified Redirecting Number**

The Modified Redirecting Number feature allows the number of the original called party number plus the last redirected calling party number to be passed to the end customer when a call is forwarded or redirected. The Calling Line ID, or Calling Line ID with Name will not show up as being transferred on the terminating CPE. The customer must have Calling Line ID or Calling Line ID with Name plus Redirecting Number to enable this feature.

**2.5.4.10 Redirecting Number**

Redirecting Number allows the original calling party number plus the last calling party number to be passed on to the end customer when a call is forwarded to a PRI. The PRI will deliver the calling party number and the redirecting number. The customer must have Calling Line ID or Calling Line ID with Name to enable this feature.

**2.5.4.11 Two B Channel Transfer**

The Two B Channel Transfer feature allows the CPE to accept a call from one customer and, after accepting the call, the customer can transfer the call to a customer outside the CPE. Then both the incoming and outgoing B Channels are released for another call.

**2.5.4.12 IntelliLinQ Two-Way Centrex Intercom PRI**

This arrangement allows a VITA agency Centrex to connect to a CPE, i.e., PBX at the agency location. This application will only work if the Centrex and the PBX are served from the same Central Office. If the CPE is a PBX then the tie lines must be accessed using a Centrex access code. If the CPE is videoconferencing then the Centrex dialing pattern can be used.

The Monthly Line Rate includes:

- ISDN Port only
- Calling Line ID (number only)
- Centrex Intercom PRI without network access

Non-recurring charges for PRI Lines, and Calling Line ID (number only) are waived.

Other Optional Services available with Two-way Centrex Intercom PRI service:

- Calling Line ID Deluxe (Name and Number)
- Two (2) B Channel Transfer (where available)

**2.6 VOICEMAIL**

**2.6.1 ENHANCED CO-BASED VOICE MESSAGING SERVICE, ALSO CALLED THE COMVERSE PLATFORM SERVICE DESCRIPTION**

Enhanced CO-based Voice Messaging Service (VMS) provides automated 24-hour answering service when combined with a call forwarding arrangement.

CO-based voice messaging services are provisioned on the Comverse voice messaging platform. Hubbed arrangements are used to serve customers with local telephone number access to each system.

Voice mail service is available with the following mailbox capabilities on an office-by-office basis. All VITA Enhanced Analog Voice Centrex lines and trunks, necessary for access to voice mail service will be available at rates specified in this Contract or in the applicable tariff.

**a. Type I Voice Mailbox**

Provides automated 24 hour telephone answering for one customer with a single mailbox with the following capabilities:

- 12 minutes of message storage
- 30 second greeting
- Subscriber changeable greeting
- Subscriber changeable name
- Subscriber changeable password
- Subscriber can:
  - listen to message
  - pause when listening to messages
  - replay messages

- skip messages
- rewind messages
- fast forward messages
- save messages
- erase messages
- obtain time and date of message
- redirect messages
- reply to messages
- append comments to recorded messages
- specify types of delivery (normal, urgent, confidential or return receipt requested)
- use of group lists (create, delete, edit)
- send same message to several mailboxes without creating a group list
- messages are played first in/first out (FIFO)

**b. Type II Voice Mailbox**

Provides the same features as a Type I voice mailbox except for the following:

- 15 minutes of message storage instead of 12 minutes.

**c. Type III Voice Mailbox**

Provides an "ANNOUNCEMENT ONLY" mailbox port with the following capabilities:

- Maximum of a 30 second announcement

**d. Type IV Voice Mailbox**

- Service no longer offered under VITA contract

**e. Type V Voice Mailbox**

- Provides a type I voicemail box with all related features and Operator Revert

**f. Type VI Voice Mailbox**

- Provide a Type II voice mail box with all related features and Operator Revert

**2.6.2 ENHANCED CO-BASED VMS- OPTIONAL FEATURE SERVICES**

**2.6.2.1 Operator Revert**

Operator Revert feature allows callers to press [0] to reach a live person before or after leaving a message in the mailbox

**2.6.2.2 Pager Notification**

Pager Notification allows VITA end customers to be notified via a pager when a new message has been deposited in their mailbox. Feature is available with Voice Mail (Type V & VI) using dedicated access and is in addition to the associate one-time and monthly voicemail charges.

### **2.6.3 OPTIMAIL PLATFORM (RICHMOND, NORFOLK, ROANOKE, AND WASHINGTON LATAs ONLY)**

#### ***2.6.3.1 OptiMail Platform Voice Mail – Product Description***

OptiMail is provided through a centrally located voice mail platform, which integrates with the state's Centrex service. Voice mail continues to be available on either analog or C-BRI Centrex lines from Central Offices equipped with special network (links to the central voice mail platform). The OptiMail is available only in the Richmond, Northern Virginia, Norfolk, and Roanoke service areas (LATAs) of former Bell Atlantic. Verizon Virginia Inc. will notify VITA by letter as it makes the OptiMail available in other areas of the state.

#### ***2.6.3.2 Enhanced Service & Product Descriptions***

OptiMail is a central office-based, outsourced messaging service available to Centrex customers. It's easy for customers to obtain and manage, because there's nothing for them to buy or do. Customers do not need CPE to use the service, and they are not responsible for monitoring or maintaining it; Verizon takes care of it.

OptiMail is provided, as three different classes of voice mailboxes: Standard Voice Messaging, Premium Voice Messaging, and Messaging Only mailboxes. Each of these classes of mailbox is available with 15 or 30-minute message storage capacity with a price that reflects the difference in storage capacity.

With OptiMail, each subscriber gets a single line for voice and fax messaging. OptiMail gives subscribers the capability to store, forward, and automatically distribute those messages throughout a company. Subscribers can access their voice and fax messages from any touchtone phone. This means that even if a subscriber is out of the office on business travel but needs to check, store, forward, or distribute messages, location is no barrier. As long as the subscriber has access to a touchtone telephone, he or she can use the powerful OptiMail messaging system to conduct business.

OptiMail is delivered through existing phone lines and works with all touchtone and ISDN phones and fax machines. It is supported by the Verizon Centrex architecture and the Avaya, Inc. Octel - Sierra platform and operates on Sierra voice processing systems. These special-purpose computers connect to telephone systems/Centrex. The system works in conjunction with the capabilities of the telephone system/Centrex to provide call coverage and Enhanced Call Processing.

The Sierra provides a real-time operating system designed to provide a high level of response regardless of the amount of traffic it is handling. The Sierra digitizes human voice and stores it on high-capacity disk drives in the system. By listening to voice prompts and sending commands to the system, via a touch-tone telephone, internal and external customers can record, send, retrieve, and manipulate voice messages and information collection/dissemination.

Verizon has Sierra systems strategically located in central offices throughout the region.



**2.6.3.3 OptiMail – Standard Voice Messaging Mailbox**

This mailbox provides automated, 24 hour-a-day telephone answering when a subscriber's line is busy or not answered within a specified number of rings. Each voice messaging mailbox includes the following basic parameters and features:

- Personal Greeting
- Extended Absence Greeting
- Message Reply
- Group Distribution List
- Message Confirmation
- Password
- Message Forwarding
- Send Message and Delivery Options
- Message Review
- 30 Second Greeting
- New Message Notification (Message Light or Stutter Dial Tone)

**2.6.3.4 Premium Voice Messaging Mailbox**

Has the same features as Standard Voice Messaging Mailbox, but also includes Operator Revert, which allows caller to transfer from voice mail to a pre-designated telephone number by pressing "O".

**2.6.3.5 Messaging Only Mailbox**

Provides voice mail service for remote customers, such as off-campus students, or Commonwealth customers who do not have a permanent work location. The customer is not required to have a specific telephone line associated with this mailbox. Access to this mailbox will be allowed 24 hours a day via any touchtone telephone. This mailbox will provide all of the voice messaging features listed under the Standard Voice Messaging Mailbox with the exception of telephone answering and new message waiting indication. Operator revert is not available with this mailbox.

**2.6.3.6 Enhanced Call Processing Application Mailboxes**

Please Note: All Enhanced Call Processing Application Mailboxes in this section must be supported by Dedicated Access Facilities. A Dedicated Access Facility consists of a Centrex line and a port on the Central Office Voice Mail platform. If more than one Dedicated Access Facility is required the Centrex lines must be placed in a hunting arrangement. All applicable mileage charges for Centrex line(s) are the responsibility of VITA.

**A. FaxAgent Mailbox**

Integrates telephone answering and voice messaging capabilities with facsimile messaging. With the FaxAgent option, subscribers can receive, print, store and forward fax messages through a single mailbox. This option is in addition to the Standard or Premium Voice Messaging Mailbox.

**B. VoiceForms Mailbox**

Allows subscriber to collect information by recording caller's voice responses to prerecorded questions or prompts. This mailbox is equipped with 15 minutes of

storage. A minimum of one (1) VoiceForms Transcriber Mailbox is required for one or more VoiceForms Mailbox (es).

**C. VoiceForms Transcriber Mailbox**

Used to review, and transcribe callers' responses to questions recorded in a VoiceForms Mailbox (es). This mailbox is equipped with 30 minutes of storage. A minimum of one (1) Voice Forms Transcriber Mailbox is required for one or more Voice Forms Mailbox (es).

**D. Information Center (Listen Only) Mailbox**

Permits subscriber and assigned contributors to record informational announcements for review by callers. Callers follow voice prompts to obtain detailed, but repetitive information, concerning frequently requested products, services and general information. This mailbox provides listen only (no reply) capabilities and is equipped with storage for up to 15 minutes of announcements.

**E. Information Center with Reply Mailboxes**

Similar to Information Center Mailboxes except that callers are able to respond to any informational announcements. Callers' replies are forwarded to contributors' mailboxes as messages. This mailbox is equipped with storage for up to 15 minutes of announcements and 30 minutes of reply messages.

**F. Automated Attendant**

Voice messaging feature that prompts callers to enter the Centrex extension number or name of the person being called. Caller is transferred after entering the extension number or name.

**G. Callers' Menu Mailbox**

Provides routing of incoming calls to specific extensions, departments, or mailboxes via touchtone response of digits 1 through 9.

**H. Callers' Menu + Extension Mailboxes**

Allows callers the option of immediately dialing a second, extension after reaching a Mailbox dialing a backup person if the primary number is busy.

**I. Callers' Menu + Mailbox Mailboxes**

Allows callers the option of immediately dialing a second mailbox after reaching an initial mailbox.

**J. Transfer Service Mailboxes**

Routes call from an Information Center, Information Center with Reply, Automated Attendant or any of the Caller's Menu Mailboxes to a second similar mailbox or extension. A greeting informs the caller of the destination to which he or she is being routed.

**K. Standalone FaxAgent Mailbox**

Provides centralized collection point for all faxes for a shared office environment

sent to the voice processing system without a specific destination. This mailbox is equipped with storage capacity for a maximum of 30 messages (faxes) with 10 pages per message (fax).

**L. FaxStation Mailbox**

Stores fax messages when the subscriber's fax machine is busy, out of paper, or out of service. The FaxStation Mailbox then calls the subscriber's fax machine telephone number and attempts to deliver the faxes. This mailbox is equipped with storage capacity for a maximum of 30 messages (faxes) with 10 pages per message (fax).

**2.6.4 Additional Features:**

**2.6.4.1. Outcalling Notification**

Allows outcalling notification to a pre-designated telephone number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing CTN-COVM Mailbox.

**2.6.4.2 Pager Notification**

Allows outcalling notification to pre-designated pager number. The number to be dialed to receive the notification must be a local or 800 number only. This feature works in combination with an existing OPTIMAIL Mailbox. Please note: Due to the different kinds of paging equipment, not all paging providers can be used with this feature. Subscriber must first verify with Verizon Virginia Inc. to see if their paging service provider is supported by the Pager Notification feature.

**2.6.4.3 Customer Premise Equipment (CPE) Initiated Networking Capability**

Allows subscribers with mailboxes on a CPE Octel system or system that supports AMIS Networking (VMX, Rolm, Audex) to send messages with subscribers on a central office-based system.

Please note that the rates for CPE Initiated Networking Capability only include the charges associated with the OPTIMAIL central office platform. All exchange access facilities required to connect the CPE with the OPTIMAIL is the responsibility of VITA.

**2.6.4.4 Dedicated Access**

Allows access to Enhanced Call Processing Application Mailboxes over dedicated private facilities. Dedicated Access refers to a single port on the OPTIMAIL platform. A customer is provided exchange access to this port via a Dedicated Access Facility. A Dedicated Access Facility consists of a Centrex line connected from the customer's serving central office to the Central Office Voice Mail platform. If more than one Dedicated Access Facility is required, the Centrex lines must be placed in a hunting arrangement. All applicable mileage charges for lines(s) are the responsibility of VITA.

**2.6.4.5 Dedicated Storage**

Allows a mailbox additional storage capability beyond preset parameters established, in

the mailbox. Additional storage is based on per hour increments.

**2.6.4.6 Service Charges for Re-establishing Password**

If a subscriber forgets their passcode, the passcode must be reset. A service charge is applicable to reset the password. Once the password has been reset to the temporary number (7-digit mailbox number), the end customer will be required to choose a new passcode when they access their mailbox.

**2.6.4.7 Mailbox Change/Rearrangement**

Charges apply for each change associated with mailbox management, such as changing a name on an extension or changing a pager service.

**2.7 DATA NETWORK SERVICES**

By ordering the data network services under this section, customer certifies that each applicable Service will carry ten percent (10%) or less Interstate traffic. Should it carry more than 10% Interstate traffic, the prices, terms, and conditions of the Contractor's applicable FCC tariffs, rather than the prices, terms and conditions of this Agreement shall apply.

**2.7.1 DS-3 Service**

**2.7.1.1 Service Description**

High Capacity Digital Service, DS-3 is furnished on either a two-point basis between customer premises, between another DS-3 type service provided in a Telephone Company Central Office and a customer premises, or between Central Offices for connection to other DS-3 type services. This service provides a full duplex, serial, bipolar, isochronous, digital transmission facility at a nominal 44.736 Megabit per Second (MBPS) rate.

In a point to point arrangement, two Channel Terminations and channel miles are applicable for the distance of service that is provided between two serving wire centers, or a serving wire center and a POP.

**2.7.1.2 Requirements**

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

**2.7.2 DS-1 CHANNEL TERMINATION**

**2.7.2.1 Service Description**

High Capacity Digital Service, DS-1 is furnished on either a two-point basis between customer premises, between another DS-1 type service provided in a Telephone Company Central Office and a customer premises, or between Central Offices for connection to other DS-1 type services. This service provides a full duplex, serial,

bipolar, isochronous, digital transmission facility at a nominal 1.544 Megabit per Second (MBPS) rate.

In a point to point arrangement, two Channel Terminations and channel miles are applicable for the distance of service that is provided between two serving wire center, or a serving wire center and a POP.

**2.7.2.2 Requirements**

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

**2.7.3 DDS SERVICE**

**2.7.3.1 56K Service Description**

A Digital Data channel is a channel for duplex four-wire transmission of synchronous serial data at a rate of 56 kbps. The channel provides a synchronous service with timing provided by the Telephone Company through the Telephone Company's facilities to the customer in the received bit stream. Digital Data channels are only available via Telephone Company designated hubs and are provided between customer-designated premises or between a customer-designated premises and a Telephone Company hub.

The customer must provide the Channel Service Unit-type equipment or other Network Channel Terminating Equipment associated with the Digital Data channel at the customer premises.

**2.7.3.2 56K Requirements**

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

**2.7.3.3 56K Type I Channel Termination Service Description**

Digital Data Service is furnished for the simultaneous two-way transmission of digital signals at synchronous speed of 56 kilobits per second (Kbps). Service is provided to the customer for the transmission of communications to, or from any station via a digital access line.

The customer must provide the Channel Service Unit-type equipment, or other Network Channel Terminating Equipment associated with the Digital Data channel at the customer premises.

Type I digital access lines are furnished to serve customer stations within the base-band transmission serving area of the principal Telephone Company Central Office.

**2.7.3.4 56K Type I Channel Termination Requirements**

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

**2.7.3.5 56K Type II Channel Termination Service Description**

Digital Data Service is furnished for the simultaneous two-way transmission of digital signals at synchronous speed of 56 kilobits per second (Kbps). Service is provided to the customer for the transmission of communications to, or from any station via a digital access line.

The customer must provide the Channel Service Unit-type equipment or other Network Channel Terminating Equipment associated with the Digital Data channel at the customer premises.

Type II digital access lines are furnished to serve customer stations outside the base-band transmission serving area of the principal Telephone Company Central Office.

**2.7.3.6 56K Type II Channel Termination Service Requirements**

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

**2.7.4 FRAME RELAY SERVICES**

**2.7.4.1 Service Description**

Verizon's Frame Relay Service is a data communications service that provides for data connectivity between and within distributed locations. The Local Frame Relay Service is a connection oriented packet switched offering provisioned locally for the connection, interconnection of LAN, and other data communications services. The service is provisioned for intraLATA access, but may be inter-connected with an Interexchange Carrier (IXC) for interLATA services. This service provides connectivity through the network via Permanent Virtual Circuit ("PVC") connections implemented over private or shared digital access facilities. Customer shall pay for each additional PVC after the first PVC.

**2.7.4.2 Requirements**

End-customer shall provide surge protection to the demarcation point for equipment provided. Verizon shall not be liable for any service failures caused by an end-customer's failure to use sufficient UPS/ Surge Protection equipment.

The Services set forth herein are offered on a where facilities exist basis only.

## 2.7.5 ASYNCHRONOUS TRANSFER MODE (“ATM”)

### **2.7.5.1 Service Description**

Contractor will provide network based ATM Cell Relay Services from its Central Offices. These Services will comply with recognized industry standards established by the ATM Forum Technical Committee (e.g. ATM Forum 3.0, 3.1, 4.0, etc.). Services will be capable of providing voice, data, and video connectivity at speeds of DS-1, DS-3, and OC-3c originating from central office-based ATM switch (es) at locations designated by the Contractor. These Services will be delivered via fiber or copper facilities and will be terminated at recognized demarcation points at locations specified by VITA. From that point of termination, the end-customer may extend Services and interface the Service into its own ATM equipment or Contractor-provided ATM equipment. Contractor will install and test the network connection as appropriate to ensure the facility is terminated correctly and that the network service portion is operating correctly. Should VITA request premise fiber extensions beyond the recognized demarcation point, Contractor can provide a non-binding written estimate of the total costs to complete the work required, reflecting the time and material costs to properly install the Service. Work shall commence only upon the execution of a written order from VITA authorizing Contractor to perform the work.

### **2.7.5.2 Definition of Terms:**

- a. Cell Delay Variation Tolerance (CDVT) - Cell Delay Variation Tolerance is the amount of variation permitted for early arrival of clusters of cells at the source UNI. Cells exceeding the Tolerance will be declared non-conformant and will be discarded.
- b. Constant Bit Rate (CBR) - A Constant Bit Rate is a steady flow of customer information required to support applications where variable delays in transmission would negatively impact the information content. Examples of applications requiring CBR are voice, and some types of video.
- c. Direct Fiber - Direct Fiber is one type of OC3c ATM UNI that is provisioned using an optical fiber interface with no alternate route.
- d. Maximum Burst Size (MBS) - Maximum Burst Size is the maximum number of cells that can be passed to the service provider's network in a single burst at a rate that exceeds the Sustained Cell Rate (SCR), but does not exceed the PCR assigned to the VBR connection. Cells exceeding the MBS will be declared as non-conformant and will be discarded.
- e. Peak Cell Rate (PCR) - Peak Cell Rate is the highest available rate of information transfer on a Variable Bit Rate connection, and the continuous cell rate allowed for Constant Bit Rate. Cells exceeding the sustained cell rate and below the peak cell rate will be limited to a maximum burst size.



- f. Permanent Virtual Connection (PVC) - The PVC is a Cell Relay Service element used to provide a virtual connection between two End-customer locations. The PVC defines a path across the UNI between End-customer premises and Verizon's ATM switch. Each UNI requires the mapping of at least one PVC. In order to complete a connection from one end-customer premises to another, two UNIs and at least two PVCs are required. The path is set up by the Company based on information contained on a service order rather than by dial-up signaling.
- g. Synchronous Optical Network (SONET) - The Synchronous Optical Network is a standards-based fiber optic communication network, which transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. DS3, OC3c and other interfaces, both electrical and optical, are supported and defined in American National Standard, ANSI T1.105-1991 and Bellcore Documents TR-NWT-000253 and TA-NWT-001374. As defined in this service, ATM SONET UNI connections are provisioned as a survivable service with an alternate, not diverse route. This Service is only available on an individual case basis through Verizon's Custom Broadband Services as set forth below under 2.8.
- h. Sustained Cell Rate - Sustained Cell Rate (SCR) is the maximum rate at which VBR cells may be constantly transmitted with a high assurance that no cells will be lost. Cells transmitted within the SCR have the highest priority of the VBR traffic, and will not be tagged as eligible for discard.
- i. Switched Virtual Circuit (SVC) - Switched Virtual Circuits are similar in structure to PVCs, but SVCs are provisioned on demand by end-customer premises equipment that signals the ATM cell relay network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the quality of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI that is SVC signal enabled will be provided with a SVC ICD (International Code Designator) prefix which will uniquely identify the UNI. The end-customer must use this Telephone Company assigned prefix when requesting SVC virtual connections across the Telephone Company Cell Relay Network. Constant Bit Rate and Variable Bit Rate SVCs will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.
- j. User Network Interface (UNI) - User Network Interface (UNI) is a dedicated digital line that provides a connection from the end-customer's premises to the Company hub or serving wire center. The effective maximum data rate for these digital lines is either DS-1 (1.5 Megabits per second) DS-3 (45 Megabits per second) or OC3c (155 Megabits per second). Each UNI requires at least one Permanent Virtual Circuit (PVC) in order for traffic to traverse the network if SVCs are not in use. The End-customer may elect to subscribe to multiple PVCs. This feature is established over the UNI via address mapping which enables the end-customer to have virtual connections to various locations.

- k. Variable Bit Rate (VBR) - A Variable Bit Rate is a flow of information in “bursts”, and does not flow at a constant rate. An example of an application using VBR is Local Area Network (LAN) traffic.
- l. Virtual Channel Connection (VCC) - A Virtual Channel Connection is a type of PVC with independent identity and defined Service parameters that is provisioned via Service Order, and cannot be altered by the end-customer without additional Service Order activity.
- m. Virtual Path Connection (VPC) - A Virtual Path Connection is a type of PVC with defined Service parameters that is provisioned via a Service Order. The end-customer may provision their own virtual connections within the VPC provided that the sum of the Service parameters of all of the virtual channels does not exceed the aggregate Service parameters of VPC.

**2.7.5.3 Provision of Service:**

ATM Cell Relay Service will consist of:

One UNI from Customer’s premises to the central office-based cell relay switch with maximum capacity for DS1 (1.5Mbps), DS3 (45 Mbps), or OC3c (155 Mbps). The OC3c (155 Mbps) UNI is available provisioned over SONET facilities, which provides a survivable service that automatically switches to an alternate (not diverse) path in the event of a failure on the primary path, or provisioned over a direct fiber with no alternative route. At least one PVC is required to be provisioned per UNI in order for traffic to traverse the network unless SVCs are employed. The PVC can be either a VCC or a VPC.

Permanent Virtual Connections (one or more of any of the following):

- Constant Bit Rate Virtual Channel Connection
- Variable Bit Rate Virtual Channel Connection
- Constant Bit Rate Virtual Path Connection
- Variable Bit Rate Virtual Path Connection

**2.7.5.4 Service Functionality:**

The basic service functionality consists of transporting, within a LATA, ATM Cells of information from one UNI to any other UNI. Each Cell Relay Cell is delivered unchanged from the source to the destination(s).

**2.7.5.5 Service Parameters:**

Class A – CBR

Peak/Sustained Cell Rate Customer selects in increments of 64 Kbps up to the maximum speed of the UNI Non-Conforming Cells Discarded Cell Delay Variation DS3 = 600 microseconds. Tolerance (CDVT) OC3c = 600 microseconds.

Class C – VBR

Sustained Cell Rate (SCR) Customer specified in increments of 64 Kbps up to the maximum available capacity of the UNI Peak Cell Rate (PCR) 200% of SCR up to the maximum capacity of the line Cell Delay Variation DS3 = 600 microseconds Tolerance (CDVT) OC3c = 600 microseconds. Maximum Burst Size (MBS) 100 Cells. Nonconforming Cells Discarded Exceeding Peak Rate Exceeding Sustained Cell Tagged and or Discarded Rate plus MBS.

## **2.7.6 FRAME RELAY TO ATM SERVICE INTERWORKING (“FRASI”)**

### **2.7.6.1 Service Description**

Contractor will provide Frame Relay to ATM Service Interworking (FRASI) Services, in compliance with recognized industry standards, including Frame Relay Forum Standards (e.g. FRF.5, Frame Relay/ATM PVC Network Interworking Implementation Agreement; FRF.6, Frame Relay Service Customer Network Management Implementation Agreement; FRF.8, Frame Relay/ATM PVC Service Interworking Implementation Agreement) to VITA if it should wish to interwork the Contractor’s Frame Relay Services with Contractor’s ATM services. This service enables Frame Relay end-customers to connect, send, and receive information transparently.

Aggregated Frame Relay Committed Information Rates (CIR) for individual and combined FRASI circuits will not exceed 50% of the subscribed line speed. For example, if VITA orders DS-1 (1.544 Mbps) FRASI service, the total, aggregate CIR for all PVC’s associated with that circuit may not exceed 768 Kbps.

No PVC supporting FRASI service will interconnect any given pair of intra-LATA or inter-LATA ATM switches unless there is a requested, existing, or other serving arrangement mutually agreed upon by VITA and Contractor between those intra-LATA or inter-LATA switches. The FRASI PVC’s interconnecting any pair of ATM switches or LATA’s will be created or reconfigured as necessary according to a mutually agreed upon schedule to meet VITA’s requests for new or reconfigured service.

### **2.7.6.2 Rates and Charges**

FRASI PVCs are used to connect a Frame Relay Service UNI to an ATM UNI. End-customer shall pay for each additional PVC after the initial PVC. Subject to technical constraints, the Contractor may limit the number of additional PVCs that may be assigned. There will be an administrative charge per written and authorized TSO for reconfigurations per UNI in order to administer Virtual Channel mapping. VITA will not pay for any Services that have not been identified on a TSO and confirmed with Contractor.

### **2.7.6.3 Requirements:**

Terminal equipment provided by end-customer must meet the following interface requirements:

- End-customer shall provide compatible equipment (e.g., Routers, Data Service Units/Channel Service Units, etc.) in accordance with interface specifications necessary to connect with Contractor equipment.

- Contractor's responsibility will be limited to the furnishing of data communication facilities suitable for the digital SNAL and for provisioning the SNAL to end-customer's premises network interface.
- Contractor is not responsible for installation, operation or maintenance of any equipment provided by end-customer.
- End-customer is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

## **2.7.7 TRANSPARENT LAN SERVICES ("TLS")**

### **2.7.7.1 Service Description**

Transparent LAN Service (TLS) is a fiber-based access, switching and transport service that utilizes a shared backbone to provide customers with Ethernet LAN Interconnection among multiple sites within a LATA at native LAN speeds - 10Mbps, 100Mbps and 1000Mbps (GigE). Customers access the service via a dedicated single mode fiber (SMF) pair from their premises to the nearest deployed Verizon switch. Verizon will deploy a small number of CO-based Ethernet switches in key selected areas. This service is offered to customers whose sites are within the acceptable range of the nearest deployed switch. Verizon will also provision a Network Interface Device (NID) at each customer site to terminate the loop fiber and provide a standard interface for connecting into the customer's Local Area Network (LAN).

### **2.7.7.2 Rates and Charges**

The rates as shown in the pricing Attachment 4 are flat-rated, are not distance sensitive, and include inter-office facilities. The rates as shown are for IntraLATA connectivity. The Services set forth herein are offered on a where facilities exist basis only.

### **2.7.7.3 Requirements**

End-customer or VITA will provide:

- Sufficient power, space, and a path for Contractor to place network equipment at the end-customer site. Customer agrees to provide the Contractor secure space on the network side of the network demarcation point for the placement of Contractor equipment. Verizon shall have the right to control such space and to use it to serve other customers.
- A mutually agreeable conduit protected path for any fiber cable placement required on end-customer premises.
- Access to sites as needed by Contractor personnel consistent with VITA policy and procedures.

Verizon shall provide TLS services within their respective serving areas to end-customer's locations based on end-customer demand, switch location, fiber availability, and end-customer location. The provisioning of Service is subject to facility availability.

The TLS Services will be furnished, provided however, that the loss for the connection does not exceed the following:

<u><b>Service</b></u>	<u><b>Maximum Loss</b></u>
10Mbps	20 dB
100Mbps	26 dB
1000 Mbps GigE	22 dB

## **2.8 CUSTOM DATA SERVICES**

### **2.8.1 CUSTOM BROADBAND SERVICES**

By ordering the custom data services under this section, customer certifies that each applicable Service will carry ten percent (10%) or less Interstate traffic. Should it carry more than 10% Interstate traffic, the prices, terms, and conditions of the Contractor's applicable FCC tariffs, rather than the prices, terms and conditions of this Agreement shall apply.

Contractor may provide under this Agreement additional Custom Intrastate/IntraLATA Broadband Services to authorized customers. Custom Broadband Services include but are not limited to Dense Wave Division Multiplexing (DWDM), Coarse Wave Division Multiplexing (CWDM), Optical Carrier services (OC3, OC12, OC48, etc.), Verizon Optical Networking (Ethernet or Fiber Channels) and Synchronous Optical Networking (SONET) or subsets of these services. The custom solutions may include combinations of components, installation or design services, network management services, and maintenance necessary to support customer application requirements end to end.

Contractor will develop each such custom solution working with requirements submitted by the customer and or VITA. The custom service agreement and its rates, terms and conditions will be contained in a mutually agreed Statement of Work ("SOW"). Each SOW will have a Service Description that shall describe the technical and operational conditions under which the service shall be provided. Contractor will provide the Services at its discretion, and subject to availability of facilities, and the receipt of all necessary approvals.

Typical candidates for inclusion for Custom Broadband Services will meet one of the following criteria at their physical work location:

- Currently requiring or growing to a capacity of 3 DS3's terminating at the site
- Currently requiring or growing to a capacity of 2 DS3's and 3 DS1's terminating at the site
- Currently requiring or growing to a capacity of 1 OC3's terminating at the site
- Currently requiring 10 or 100 Meg connectivity to other sites on the ring

- Currently requiring connectivity to the Gig RPR ring that is being considered between all sites

Custom services will be offered based on customer requirements and services that are designed for that application. A Statement of Work will be completed and pricing based on that Statement of Work.

## **2.9 MANAGED SERVICES (Verizon Select Services Inc.)**

### **2.9.1 Converged Voice Services/Managed Voice Services (MVS)**

The Services offered hereunder are exclusive of required Local Exchange Carrier offerings under the Agreement.

#### **2.9.1.1 Service Description**

Verizon Managed Voice Services is an offering to the Commonwealth and Users authorized under the Agreement that includes the provisioning of Verizon-owned or leased converged customer premise equipment solutions from Verizon and is billed to the User on a monthly recurring charge basis. These solutions include voice equipment components, installation or design services, network management services, and maintenance necessary to support customer application requirements. Each solution will be based on individual customer requirements mutually determined by the User and Contractor in cooperation with Contractor engineers. The packages can be built to include all or any service elements described in this product offering. The services provided under this Service Description are subject to Contractor's approval, the Customer should contact a Contractor representative to determine available solutions.

#### **2.9.1.2 Service Components**

Converged Services is provided through a host of name brand voice customer premise equipment including Nortel, Alcatel, NEC, Rockwell, AVST, Chrysalis, and Teltrat products or others for whom Contractor is an authorized representative and are provided on a monthly recurring charge basis. The product catalog(s) (or approved subsets) will consist of the products available from each manufacturer, and will be the basis for pricing of products and, if available and selected by the User, manufacturer's subcontracted maintenance at the time the User submits an order. These catalogs will be subject to approval by VITA and will be established and revised by the Verizon Account Team with VITA on a semi-annual basis so that pricing and offerings can be updated.

#### **2.9.1.3 Contractor Maintenance and Services Offerings**

As an alternative to manufacturer subcontracted maintenance, customers can elect to use Contractor-provided Maintenance Services in Converged Services packages. Contractor-branded maintenance includes a variety of 8x5 and 24x7 maintenance

coverage options. Standard response times for Major and Minor failures, as well as definitions of a Major versus Minor failures shall be set forth in the applicable Statement of Work, which shall be incorporated hereto and made part of the Agreement.

Installation Services will be priced on an individual basis, considering complexity, equipment, service requirements and location of installation. Contractor's Installation Services are based on hourly rates depending on the requirements of the job. Contractor may also offer consulting services on a case-by-case basis.

Contractor and the User will execute a Statement of Work, which shall outline the customized details pertaining to Installation Services and Maintenance Services.

**2.9.1.4 Pricing**

The most recent published equipment catalog(s) (or approved subsets) will be the basis for the offering and pricing for equipment. These catalog(s) (or approved subsets) are regularly published and will be available to VITA and each User for verification of the equipment pricing as well as description of product. Contractor will provide on a semi-annual basis that the catalogs are communicated to VITA. Pricing schedules for maintenance will also be available to VITA on a semi-annual basis.

Contractor will offer the Commonwealth competitive manufacturer's equipment discounts.

Contractor may negotiate further fixed discount schedules with VITA or with the User for inclusion in the respective Statement of Work subject to applicable Virginia procurement regulations.

**2.9.1.5 Full Service Fee**

Upon completion of system design, a Full Service Fee [on a monthly recurring charge basis] will be developed according to Standard Pricing Terms (described in the next section) mutually agreed upon between Contractor and User. Prepayment and early payoffs of Full Service Fees may be accommodated on a case-by-case basis.

In the event the User terminates the Services prior to the expiration of the service term, the Order Party shall pay to Contractor the termination charges set forth in the applicable Statement of Work.

The Full Service Fee for Converged Services will be billed separately from access charges. The Full Service Fee will be reflected in the Statement of Work along with any Standard Pricing TERMS or customized payment terms.

**2.9.1.6 Standard Pricing Methodology for Full Service Fee**

The Full Service Fee is composed of, based on User requirements, any or all of the following components

- Equipment
- Installation



- Maintenance (Contractor branded)
- Managed Voice Services (Contractor provided)

After the components above are selected, the User will select from the Full Service Fee Standard Pricing Terms listed below. The Contractor will then develop customized Full Service Fee rate(s), based on such factors as, market cost of debt, depreciation schedules, tax timing, personal property tax, residual value of the equipment, maintenance and enhanced maintenance plans selected and, the labor services required by the User. The Full Service Fee will be the result of applying the rate(s) to the selected components.

Standard Pricing Terms available are

- 12 Month
- 24 Month
- 36 Month
- 2 Year Annual
- 3 Year Annual

Monthly payments are in arrears. Annual payments are in advance.

#### **2.9.1.7 Billing**

Contractor will bill Users as specified in the mutually agreed Statement of Work.

#### **2.9.1.8 Statement of Work**

The Statement of Work will serve as the documentation of work required and delivered. Each party shall execute the Statement of Work prior to the start of a service arrangement. Modifications to the Statement of Work shall be mutually agreed to in writing in the form of a written modification.

The Contractor will provide a documentation package for each separate transaction to the User. This documentation package will include at a minimum:

1. Equipment and Services Quote itemizing all costs associated with a transaction. This quote will be the basis for the development of payment plan.
2. Statement of Work including but not limited to
  - a. Itemization of the equipment, installation, and associated services required for equipment turn-up;
  - b. Calculation and acknowledgment of respective Full Service Fee to Contractor.
  - c. Customer acceptance form to be signed by Customer following job installation per the terms of the SOW

### **2.9.2 Custom Data Network Packages/Managed Network Services (MNS)**

#### **2.9.2.1 Service Description**

Contractor is offering Users the provisioning of managed data services from Contractor on a monthly recurring charge basis. These solutions will include components, installation or design services, network management services, and maintenance necessary to support customer application requirements. Each solution will be based on individual customer requirements determined by the User and Contractor in cooperation with Contractor engineers. The packages can be built to include all or any service elements described in this product offering.

#### **2.9.2.2 Service Components**

Managed data network service packages are provided through a host of name brand customer premise equipment manufacturers including Adtran, Alcatel, Cisco, FVC.com, Nortel, Polycom, Tandberg, VTEL, VCON, NEC, Rockwell, AVST, Chrysalis, and Teltrat products or others for whom Contractor is an authorized representative and are provided on a monthly recurring charge basis. The product catalog(s) (or approved subsets) will consist of the products available from each manufacturer, and will be the basis for pricing of products and, if available and selected by the User, manufacturer's subcontracted maintenance at the time the User submits an order. These catalogs will be subject to approval by VITA and will be established and revised with VITA on a semi-annual basis so that pricing can be verified.

#### **2.9.2.3 Maintenance and Services Offerings**

As an alternative to manufacturer subcontracted maintenance, customers can choose to include Contractor-provided Maintenance Services in data networking service packages. Contractor-branded maintenance or the manufacturer's maintenance plans will be available in several forms including, but not limited to:

- Next business day parts only service
- 24 x 7 parts only service
- 24 x 7 4-hour onsite response
- 24 x 7 8-hour onsite response

Enhanced Network Management Services are also offered including Contractor's branded network management services – including “Site-Watch” and “Frame-Watch” – or similar services available through the product catalog.

User may order Contractor-branded maintenance, manufacturer's maintenance or Enhanced Network Management Services on existing equipment as well as with new equipment. For existing equipment, Contractor will work with the User to identify all hardware/software to be covered on a location-by-location basis. The User would select a service option (e.g., 24 x 7 parts only service, 24 x 7, 8- hour on-site response, etc.), service term (12, 24 or 36 months) and level of Managed Network Service. A quote would be developed for the total price with flexible pricing alternatives including term and volume discounts.

Installation Services will be priced on an individual basis, considering complexity, equipment, service requirements and location of installation. Contractor's Installation

Services are based on hourly rates depending on the requirements of the job. Contractor may also offer consulting services consulting services on a case-by-case basis.

Contractor and the User in a Statement of Work will agree upon customized details pertaining to Installation Services and Maintenance Services.

**2.9.2.4 Pricing**

The most recent published catalog(s) (or approved subsets) will be the basis for the offering and pricing. These catalog(s) (or approved subsets) are regularly published and will be made available to VITA and each User for verification of the equipment pricing as well as description of product. Contractor will provide on a semi-annual basis that the catalogs are communicated to VITA.

Contractor will offer the User competitive manufacturer's discounts as the basis for the equipment cost, maintenance services, and management services. Alternatively, Contractor offers its own branded services for maintenance and management in the form of pricing schedules that will also be submitted to VITA on a semi-annual basis.

Contractor may negotiate further fixed discount schedules with VITA or with the User for inclusion in the respective Statement of Work subject to applicable Virginia procurement regulations.

**2.9.2.5 Full Service Fee**

Upon completion of system design, a Full Service Fee (on a monthly recurring charge basis) will be developed according to Standard Pricing Terms (described in the next section) mutually agreed upon between Contractor and User. Prepayment and early payoffs of Full Service Fees may be accommodated on a case-by-case basis.

In the event the User terminates the services prior to the expiration of the then current service term, the termination charges set forth in the applicable Statement of Work shall apply.

The Full Service Fee for customized data services will be billed separately. The Full Service Fee will be reflected in the Statement of Work along with any Standard Pricing or customized payment terms.

**2.9.2.6 Standard Pricing Methodology for Full Service Fee**

The Full Service Fee can include, based on the User's requirements, any or all of the following components

- Equipment
- Installation
- Maintenance (Vendor or Contractor branded)
- Managed Network Services (Contractor provided)

After the components above are selected, the User will select from the Full Service Fee Standard Pricing Terms listed below. The Contractor will then develop customized Full

Service Fee rate(s), based on such factors as, market cost of debt, depreciation schedules, tax timing, personal property tax, residual value of the equipment, maintenance and enhanced maintenance plans selected and, the labor services required by the User. The Full Service Fee will be the result of applying the rate(s) to the selected components.

Standard Pricing Terms available are:

- 12 Month
- 24 Month
- 36 Month
- 2 Year Annual
- 3 Year Annual

Monthly payments are in arrears. Annual payments are in advance.

**ATTACHMENT 2-1: ADDITIONAL TERMS AND CONDITIONS GOVERNING THE  
PURCHASE OF VERIZON VIRGINIA INC. CENTREX SERVICES BY THE  
COMMONWEALTH FOR DISASTER RECOVERY SERVICES  
FOR  
VIRGINIA COMMONWEALTH UNIVERSITY**

ATTACHMENT 2-1 is hereby incorporated by reference, made an integral part of, and attached to Contract Number **VA-040801-VERV** between Verizon Virginia Inc. and the Commonwealth of Virginia (the "Contract").

The provisioning of the services contained in this Attachment and the associated pricing and performance terms and conditions are in support of VCU local telephone and communications requirements through the state's Centrex environment and are intended to provide VCU with increased reliability and disaster recovery capabilities. The three components of this Service, as set forth below, are (a) the ability to obtain Centrex service from an alternative Central Office, (b) delivery of Centrex over Verizon's SONET network infrastructure, and (c) the maintenance of the Fiber Link as set forth below.

The Terms and Conditions contained in this Attachment are applicable only to VCU and do not change the Terms and Conditions contained elsewhere in the Contract, nor do they relieve VCU from compliance with the Terms and Conditions contained elsewhere in the Contract.

**1. SERVING CENTRAL OFFICE**

Verizon shall maintain a separate Central Office Centrex system serving VCU only. The 828 Exchange is currently being used exclusively by VCU. Verizon will allow this exclusive use to continue so long as (a) it complies with applicable laws and regulations, (b) Verizon has continued access to the use of numbers, and (c) the numbers are used by VCU in connection with the Centrex or a PBX arrangement.

**2. ALTERNATE CENTRAL OFFICE**

Verizon shall provide Alternate Central Office Centrex Service from the Randall Avenue Central Office.

**3. SONET**

Verizon will deliver VCU's Centrex Service via Verizon's SONET network infrastructure.

VCU shall provide properly controlled security and environment (power, HVAC etc.) for the electronics in each of the buildings.

VCU shall provide access to the SONET equipment located at VCU locations so Verizon may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that Verizon may gain access to operate and maintain, as it deems necessary, Verizon equipment at the VCU locations.

Verizon provided equipment and other items shall remain the property of Verizon. VCU shall have no title therein. Verizon will provide maintenance on all Verizon provided equipment and other items. Verizon provided equipment and other items shall not be moved in or from the service locations without Verizon's prior written consent.

4. FIBER LINK

Verizon shall provide and maintain sixteen (16) strands of single mode fiber between Sanger Hall and James Branch Cabell Library.

VCU shall provide properly controlled security and environment for the Fiber Heads in each of the buildings.

VCU shall provide access to the Fiber Heads located at VCU locations so the Verizon may perform its responsibilities. Access shall be made available after normal business hours, on weekends and on holidays in order that Verizon may gain access to operate and maintain, as it deems necessary, Verizon Fiber Heads at the VCU locations.

Verizon provided equipment and other items shall remain the property of Verizon. VCU shall have no title therein. Verizon will provide maintenance on all Verizon provided equipment and other items. Verizon provided equipment and other items shall not be moved in or from the service locations without Verizon's prior written consent.

5. CHARGES AND MINIMUM LINE COMMITMENT

There is no additional monthly or non-recurring charge for this Service for the first 300 lines. After the first 300 lines, there shall be a \$3.00 monthly charge per line that is re-directed to be served out of the Randall Street Central Office. (This charge shall not be prorated if the re-direction is for less than a month.) After the first 300 lines, there shall also be a one-time per line installation charge, as set forth in the Contract, each time the Service is established in the Alternative Central Office.

These charges are in addition to the charges set forth in the Contract.

The price and availability of this Service is subject to change by Verizon if VCU's analog and digital Centrex lines (including Dormitory lines) fall below 7,500.

**ATTACHMENT 2-2: ADDITIONAL TERMS AND CONDITIONS GOVERNING THE  
PURCHASE OF VERIZON VIRGINIA INC PS-ALI SERVICES**

This Attachment sets forth the terms and conditions under which Verizon Virginia Inc. will provide PS-ALI services.

1. The Contractor shall be contacted in writing, to provide pricing and availability for any specific location within Verizon Virginia's serving area. The Contractor shall respond within 60 days, in writing, to the Commonwealth's request with; 1) a response as to the implementation of Services, and 2) exact pricing for the specified location. If in agreement, a TSO as defined in the Agreement will be issued for the Services.
2. Exhibit A, incorporated herein and attached hereto, identifies specific terms and conditions that are only applicable to the Services defined in this Attachment. The terms and conditions specified on Exhibit A supersede and take precedence over the terms of the Agreement. The order of precedence for only the Services under this Attachment 2-2, shall be this Attachment 2-2, Exhibit A hereto, then the Agreement.
3. Exhibit B, attached hereto and incorporated herein, is an integral component of this Attachment.
4. Exhibit C, attached hereto and incorporated herein, is an integral component of this Attachment.



**Exhibit “A”  
PS –ALI Service Terms and Conditions**

**1. Scope**

This Exhibit “A” sets forth the terms under which Verizon Virginia Inc. (“Verizon”) will provide Private Switch/Automatic Location Identification (PS/ALI) Service and dedicated facilities from Commonwealth’s premises to the 9-1-1 tandem switch serving the Commonwealth’s locations(s) identified in the Telecommunications Services Order (TSO). These Services, which are further described herein, are referred to individually and collectively as the “Services.” The Commonwealth understands and agrees that if the Commonwealth’s provider of local telephone services is a company other than Verizon, the Commonwealth must notify that local service provider and make the necessary arrangements with that local service provider, as set forth below in this Exhibit, to enable Verizon to provide the Service.

**2. Regulatory Matters**

In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks to Verizon hereunder, then Verizon in its discretion may terminate this Service in whole or in part by providing written notice thereof to the Commonwealth; any remaining obligations of the parties shall continue unaffected. The rates for the Services must at all times meet the minimum rates permitted under any applicable law, regulation or order, and Verizon may adjust any such rates for the Services by providing written notice to Customer in the event they are deemed to be below such minimum rates.

**3. Service Period**

The Commonwealth applies for and will accept from Verizon, the Services herein on a monthly basis as defined in the Agreement. If the Commonwealth changes or cancels the TSO prior to establishment of Services, the Commonwealth will pay certain Verizon costs associated with such cancellation or changes up to the date of cancellation. The date of cancellation shall be the date Verizon receives written notification from the Commonwealth.

**4. Location(s)**

The Services will be provided for use by the Commonwealth at locations of the Commonwealth served by Verizon Virginia Inc. as may be specified in writing in the TSO. The rates and other terms of the Service shall apply only to these locations. The Commonwealth may add additional locations by providing advance written notice to Verizon, provided such locations in Verizon’s determination have substantially the same cost, technical and other material characteristics as the original locations, and provided further that the Commonwealth pays Verizon any non-recurring or other charges incurred in connection with adding these locations. The foregoing shall be in addition to any similar provisions contained herein.

**5. Limited Warranty**

Verizon warrants the Services will function substantially in accordance with official Service descriptions. If the Services do not function substantially in accordance with such Service descriptions through no fault of the Commonwealth or its agents, a condition excused under the section titled Force Majeure in Attachment 1 or due to scheduled maintenance, Verizon at its expense will repair the Services, and, if the deficiency lasts for more than twenty-four hours, Verizon will credit the Commonwealth the pro-rated recurring charges for the affected Services for the period from Commonwealth's notice of the deficiency until it is repaired. This limited warranty is exclusive of all other warranties, express or implied, including warranties of merchantability or of fitness for a particular purpose.

**6. Limitation of Liability**

Verizon will not be liable for consequential, incidental, indirect, or special damages, including, but not limited to, loss of business, profits, information, or other commercial or economic loss, whether such damages are based upon breach of contract, tort, including negligence, or otherwise, even if Verizon has been notified of the possibility of such damages. Verizon's liability to customer for any other damages due to failures in the services arising from its negligence or breach of this Modification shall be limited to an amount equal to the greater of \$1,000 or twice the charges for the services affected by the failure for the period of such failure.

**7. Title**

Verizon or its suppliers, will own all rights, title, and interest in equipment, software, and facilities used by Verizon to provide Services.

**Exhibit "B"**  
**Description of Service**

**Private Switch/Automatic Location Identification Service**

**1. GENERAL**

Private Switch/Automatic Location Identification Service (PS/ALI) is an Enhanced 911 ("E-911") Service that allows a Private Switch (PS) located on a Commonwealth's premises, or a Centrex leased by the Commonwealth, to send automatic number identification (ANI) information to the E-911 database from individual user stations for the purpose of providing specific site or station location information on an E-911 call to the appropriate Public Safety Answering Point (PSAP). PS/ALI may be used by PBX and Centrex users to develop and maintain their own E-911 databases. A secure, dial-up Fault Resistant/Data Base Management System (FR/DBMS) Private Switch Interface is used to enter Telephone Number information into the database. Subscribers must meet all technical specifications and regulations for 911 Service as published by 911 Governmental Agencies and the Company. Where required, specialized Commonwealth Premises Equipment (CPE) network interfaces must be provided by the subscriber.

**Common E911 Network Connectivity Requirements**

- a. Analog PBX - a new Multi Frequency (MF) Centralized Automatic Message Accounting (CAMA) trunk group is required. Each trunk group will need a minimum of two (2) trunks. The Company recommends two trunks to each of two E-911 tandems for a total of 4 trunks for diversity, but requires only two trunks to one tandem. Any additional trunking requirements will be at the discretion of the PBX Commonwealth and will be provisioned only when E-911 Control Tandem facilities are available.
- b. ISDN PBX with Calling Line Identification (CLID) - No special requirements (using existing PRI trunking, if the E-911 network trunks are SS7). If the E-911 network trunks are MF-CAMA, then the ISDN PBX requires the same configuration as an analog PBX as set forth in a. above.
- c. Centrex – No special requirements unless the Commonwealth conducts their own Moves Adds and Changes. In such case, the Commonwealth will need PS/ALI.
- d. The Commonwealth will subscribe to 9-1-1 Network Access facilities with CAMA functionality. The foregoing shall not apply where the Commonwealth utilizes ISDN-PRI for locations where Verizon's Interoffice Facilities have not been upgraded to SS7 and if the service is not served out of a DMS 100.

**2. DEFINITIONS**

- a. Automatic Location Identification (ALI) - The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency Services information.

- b. Automatic Number Identification (ANI) - Telephone number associated with the access line from which a call originates.
- c. Centralized Automatic Message Accounting (CAMA) - An MF signaling protocol originally designed for billing purposes, capable of transmitting a single telephone number.
- d. Calling Line Identification (CLID) - Telephone number associated with the PBX station from which a call originates.
- e. Enhanced 911 Service (E-911) - An emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, ANI and ALI.
- f. Fault Resistant/Data Base Management System (FR/DBMS) - The database system on which the set of ALI records reside.
- g. Integrated Services Digital Network Primary Rate Interface (ISDN PRI) - A switched network capability which supports Services that are designed to provide end-to-end digital connectivity for the simultaneous transmission of voice and data. The Primary Rate Interface (PRI) provides for the digital transmission of twenty three 64 Kbps bearer channels and one 64 Kbps data channel (23B+D).
- h. Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls. A Primary PSAP receives the calls directly. If the call is relayed or transferred, the next receiving PSAP is designated a Secondary PSAP.
- i. PS/ALI 911 Network Access Trunk - trunk facilities with CAMA functionality from Commonwealth premises to 9-1-1 tandem switch (es).
- j. Signaling System 7 (SS7) - An inter-office signaling network separate from the voice path network, utilizing high speed data transmission to accomplish call processing.

### **3. REGULATIONS and COMMONWEALTH OBLIGATIONS**

- a. The Commonwealth is responsible for establishing an Administration Site - a location responsible for administration of Commonwealth and end user records. This location has the computer hardware and software necessary to create and transmit end user information to the Verizon's E-911 Database System.
- b. The Commonwealth will connect to the E-911 DBMS system using a PC equipped with a modem, and appropriate communications software.
- c. The Commonwealth will gain access to the E-911 Database by using the password and security procedures provided by Verizon.

- d. The Commonwealth creates, maintains, and forwards its current telephone number and address data according to the specified format and procedures of Verizon.
- e. Commonwealth is responsible for maintaining the accuracy of the data. (i.e., if a station is relocated within the Commonwealth premises, the Commonwealth needs to update the database with the new information).
- f. Private Switch/Automatic Location Identification Service does not include, and Verizon does not undertake, extraordinary tasks of inspection or constant monitoring to discover errors, defects or malfunctions in the subscriber's data management system/process. The Commonwealth has the responsibility for reporting all errors, defects and malfunctions to Verizon.
- g. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the Commonwealth contracting for Private Switch/Automatic Location Identification Service. The provision of Private Switch/Automatic Location Identification Service by the Verizon shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Verizon obligation toward any third person or legal entity other than the Commonwealth.
- h. The PBX owner /operator must supply the Verizon with the initial telephone number and address data as well as periodic updates. The PBX must utilize Direct Inward Dial (DID) numbers.
- i. Service availability is dependent upon the availability of facilities and the type and configuration of the E-911 system in place for the Service area.
- j. If Commonwealth's local Service provider at the locations covered by this Modification is a provider OTHER THAN Verizon, then Commonwealth understands and agrees that it shall notify the applicable local Service provider, obtain its concurrence to "unlock" all necessary ANI numbers, and make any other necessary or appropriate arrangements with that local Service provider to enable Verizon to provide the Services requested under this Modification.

#### **4. ADDITIONAL PROVISIONS**

Commonwealth is required to provide a DOS or Windows based communications package, text editor, and a dial access line to address daily updates. Commonwealth will interface with E911 database with the aid of a secured hand held authenticator card, which Commonwealth will obtain from Verizon. All Commonwealth records to be entered into the Verizon E911 database will be in NENA-2 formatting via the PS/ALI interface. If trunks are necessary, the Commonwealth is required to secure at least two (2) PS-ALI trunks with the EMNT Service code to the E911 tandem as provided for in the PS/ALI Job Aid. Commonwealth shall choose either two trunks to one mated-pair E911 Access Tandem or two trunks, for a total of four to both Tandems. In the event Commonwealth chooses to provision only one trunk, Commonwealth is required to insure that the PBX will accommodate any and all E911 overflow

traffic. Commonwealth shall have access to view its own ALI records using the PS/ALI interface into the E911 database. Commonwealth is responsible for keeping the records in the E911 database up-to-date. Commonwealth or its representative must inform the PSAP of Commonwealth's intention to interface with the E911 database and remain in contact with the PSAP. It shall be Commonwealth's responsibility to interface with the applicable County on its own behalf.

**5. RATES AND CHARGES:**

Rates and charges applicable to the provisioning of the Services will be submitted to the Commonwealth by the Contractor for each individual TSO.

**6. LOCATIONS:**

The location for Services will be indicated on each individual TSO.

**7. CONSENT OF PROVIDER:**

The Commonwealth agrees that if the provider of local telephone services at its facility identified on a TSO is other than Verizon, then the Commonwealth must notify that local service provider that the Commonwealth is requesting Verizon to provide PS-ALI service for that facility, obtain that local service provider's agreement to "unlock" all applicable ANI numbers for that facility, and make any other arrangements with that local service provider that may be necessary or appropriate to enable Verizon to provide such PS-ALI service. In such event the local telephone services provider is other than Verizon, the Commonwealth, in addition to a TSO, shall execute the "FORM OF LETTER OF CONSENT", incorporated and attached hereto as Exhibit C.

**Exhibit C**  
**FORM OF LETTER OF CONSENT**

To: E911 System Administration                      To :  
Verizon  
Room 03239, Oliver Tower [insert name and address of local service provider if other than Verizon]  
125 High Street  
Boston, MA 02110

**(the “Customer”), requests that Private Switched Automatic Location Identification (PS-ALI) service be provided by Verizon to Customer for its facility located at .**

Customer certifies that the provider of local telephone services at the above facility is :

(check one)                      Verizon  
type name of local service provider, if other than Verizon

**Customer agrees that if the provider of local telephone services at its facility identified above is OTHER THAN Verizon, then Customer must notify that local service provider that Customer is requesting Verizon to provide PS-ALI service for that facility, obtain that local service provider’s agreement to “unlock” all applicable ANI numbers for that facility, and make any other arrangements with that local service provider that may be necessary or appropriate to enable Verizon to provide such PS-ALI service.**

The ANI numbers for the above-referenced facility are as follows:

*[insert ANI numbers/ranges]*

Location

Phone Number(s) Range(s)

(Customer)

By \_\_\_\_\_

Name/title

Date



**CONSENT OF LOCAL SERVICE PROVIDER** *(n/a if Verizon is local service provider):*

**the local service provider** for Customer hereby consents to the unlocking of the ANI numbers listed on Attachment 1 of this Letter for the purpose of Verizon's provision of PS-ALI service to Customer, which will take effect on a date to be designated by Verizon.

(name of local service provider)

By \_\_\_\_\_

Name

Date

**ATTACHMENT 2-3: ADDITIONAL TERMS AND CONDITIONS GOVERNING THE  
PURCHASE OF BUSINESS VERIZON DSL SERVICES**

**1. Service Ordering**

During the time period immediately following the initial contract execution, DSL will only be available directly from the Contractor's affiliates, Verizon Internet Services Inc. ("VIS"), and GTE.Net, LLC d/b/a Verizon Internet Solutions ("GTE.Net") (VIS and GTE.Net are collectively referred to as "Verizon Online"), at the then existing commercially available rates, terms and conditions. The following authorized ordering officers may order the service: Brian White and Pam Seay. They can do so on qualified lines. Authorized ordering officers may order the service on qualified lines directly by accessing the following Uniform Resource Locator:

[http://www22.verizon.com/ForBusinessDSL/channels/bdsl/dsl/bdsl\\_home.asp?ID=business](http://www22.verizon.com/ForBusinessDSL/channels/bdsl/dsl/bdsl_home.asp?ID=business)

After execution of the Contract, the parties to the Contract agree to negotiate a Modification adding Verizon Online Business DSL services to the Contract on mutually agreeable terms.

**2. Description of Verizon Business DSL Services**

The following product descriptions are provided for informational purposes and are subject to change with or without notice by Verizon Online. Nothing herein shall constitute a representation or warranty with respect to the services described herein.

**A. Business Dynamic DSL Service**

<b>MAXIMUM CONNECTION SPEEDS*</b>
Up to 1.5M/384K (Basic)
Up to 384K/384K
Up to 1.5M/384K
Up to 768K/768K
Up to 7.1M/768K (East Only)

**All Verizon Business Dynamic DSL packages, with the exception of the Basic package, include:**

- Unlimited Business DSL Internet access
- Set-up fee
- Modem fee
- 3 e-mailboxes with your choice of domain name  
([yourname@yourcompany.com](mailto:yourname@yourcompany.com)) or 10 standard ([yourname@verizon.net](mailto:yourname@verizon.net)) addresses
- 20Mb of personal Web space
- Unlimited hours of Dial-up access for mobility, additional access per hour is available
- Early termination fee applies for termination during months 2-9 following initiation of Service
- 24x7 live technical support
- Minimum one-year contractual term

**The basic package includes:**

- Unlimited Business DSL Internet access
- Set-up fee
- Modem fee
- 10 e-mailboxes with standard ([yourname@verizon.net](mailto:yourname@verizon.net)) addresses
- Charge for 50 hours monthly of Dial-up mobility access, additional access per hour is available
- Early termination fee applies for termination during months 2-9 following initiation of Service
- 24x7 live technical support
- Minimum one-year contractual term

**B. Business Static DSL Service**

MAXIMUM CONNECTION SPEEDS*
Up to 384K/384K
Up to 1.5M/384K
Up to 768K/768K
Up to 7.1M/768K (East Only)

**All Verizon Business Static DSL packages include:**

- Unlimited Business DSL Internet access
- Set-up fee
- Modem fee
- 1 static IP or static IP addresses in blocks of 5, 13 or 29 available for an additional charge
- 3 e-mailboxes, with your choice of domain name ([yourname@yourcompany.com](mailto:yourname@yourcompany.com)) or 10 standard ([yourname@verizon.net](mailto:yourname@verizon.net)) addresses
- 20Mb of personal Web space
- Unlimited hours of Dial-up access for mobility, additional access per hour is available
- Early termination fee applies for termination during months 2-9 following initiation of Service
- 24x7 live technical support

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\*Maximum connection speed refers to the initial data rate between the end user's location and the applicable Verizon serving wire center. Actual data throughput rates will be lower than connection speed and will vary. Speed and uninterrupted service are not guaranteed.

**C. Optional Products and Services for Business Dynamic and Static DSL:**

The following optional products and services are available with Verizon Dynamic and Static Business DSL Service for an additional charge.

Domain Name Registration
Additional Domain Name Registration (per name)
Domain Name Transfer (per name)
Additional Domain Name Transfer (per name)
Linksys 4-port Router
Linksys 8-port Router
Wireless Router
Wireless PCI Card
Wireless Laptop Card
Wireless USB Adapter
Onsite Installation

**D. General Disclaimers**

Offer good in commercially available areas only. User understands that the Service selected above may not be commercially available at the rates or bandwidth set forth herein. Some telephone lines will not qualify for this Service. In addition to the charges stated herein, User is responsible for all applicable taxes, surcharges and other charges related to the Service, including Supplier Federal Universal Service Fund recovery fees. Recurring fees are invoiced monthly, and are payable in arrears. One-time setup fees and equipment charges are invoiced at the time of activation and payable net 30 days. Service subject to Verizon Online's standard terms and conditions of service which must be accepted prior to use of the service.

## ***ATTACHMENT 3 - BUSINESS OFFICE/OPERATIONS***

**The provisions in this Attachment 3 apply only to Verizon Virginia Inc. and its subcontractor Verizon South Inc. services.**

### **3.1 SERVICE ORDER SYSTEM**

3.1.1 Verizon Virginia Inc. (“Verizon”) and VITA shall use commercially reasonable efforts to develop and implement an electronic ordering system, whereby VITA can enter orders directly into a Verizon Ordering and Provisioning System. It is understood it will be necessary to develop an interface between VITA’s Service Order System and Verizon’s Ordering and Provisioning system(s).

3.1.2 Within 30 days of the execution of the Contract Verizon will begin to develop a recommended approach for establishing an ordering system and will submit an approach to VITA no later than 180 days after execution of the contract. The approach may include a repository where VITA can send TSO’s (Telecommunication Service Orders) to Verizon and in turn, receive an electronic acknowledgement and confirmation within the parameters set forth in the TSO guidelines (3.4). Verizon will track the repository regularly between the hours of 8:00AM and 5:00PM Monday through Friday, state holidays excluded. Verizon will extract the data necessary to complete the order and will transmit the data to the appropriate locations within Verizon. Verizon will assign service orders, estimate service delivery rates, and confirm order data with VITA via the interface.

After all electronic ordering interface options are presented to VITA, Verizon and VITA will develop and mutually execute a Statement of Work setting forth the specifications and requirements of the selected ordering system. As part of the statement of work, the associated cost to develop the electronic interface will be determined. Verizon will commence development and establish a transition timeframe on a schedule mutually agreeable to the Parties.

### **3.2 BUSINESS OFFICE SINGLE POINT OF CONTACT**

3.2.1 Verizon will establish one business office as a Single Point Of Contact (“SPOC”) for Verizon Virginia and Verizon South service orders and billing requests within 30 days after contract signature date.

3.2.2 A Verizon Directory listing and service delivery single point of contact process will be established within 90 days after the contract signature date.

### **3.3 SERVICE ASSURANCE GUIDELINES**

3.3.1 The Verizon Business Office and VITA will partner to decide when situations qualify as extenuating circumstance over and above the normal day to day procedures for ordering, billing, intervals, and service interruptions.

### **3.4 TELECOMMUNICATIONS SERVICES ORDER (TSO)**

3.4.1 VITA and VITA recognized DSPs (Direct Service Plans authorized by VITA) retain the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the requested Service Commencement Date for each Service.

Upon receipt of a complete TSO via either regular mail, facsimile, or electronically, the Contractor shall acknowledge receipt of the TSO within twenty-four (24) hours; the contractor shall process the TSO and return a confirmation of the Service Order, no later than seventy-two (72) hours prior to the requested due date, identifying the following information in the time frames specified herein or any other criteria negotiated and mutually agreed to:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

### **3.5 SERVICE ORDER CHARGES**

3.5.1 Verizon shall process all Service Orders for a flat rate of \$200.00 per business day. This charge includes all Service orders for Centrex voice lines, Centrex voice lines with the ISDN BRI feature, data services, private line and any other Service Order for incumbent local exchange carrier services issued by VITA.

3.5.2 VITA retains the right to cancel the billing method described above and, at its sole discretion upon sixty (60) days written notice to Verizon, substitute billing with the charges in the existing tariff. The parties remain free at all times to establish any other billing method or level of charges by mutual agreement.

### **3.6 BILLING ACCURACY**

The monthly billing for services shall be submitted by the 7th working day following the 28th day of the month for the previous month's services. All services (recurring and non-recurring) delivered after the Effective Date must be billed within one hundred and twenty (120) days of delivery of service. VITA reserves the right to refuse payment of any invoice for such services submitted one hundred and

twenty (120) days beyond the date services were delivered. VITA must identify and submit to Verizon for correction any billing errors and omissions within one hundred and twenty (120) days. VITA and Verizon agree to work cooperatively to resolve any item submitted for correction by either party within one hundred and twenty (120) days of submission.

Both parties will reduce the one hundred and twenty (120) day intervals to ninety (90) days within eighteen (18) months of the mutual execution of the Agreement.

### **3.7 DATA FORMATS**

3.7.1 Data formats utilized to transfer management information to VITA will not be materially changed by Verizon unless mutually agreed to 120 days in advance by VITA and Verizon.

### **3.8 BILLING INFORMATION PROCEDURES**

#### **3.8.1**

a. Verizon shall accumulate billing information for each month, ending on the 28th day for the following services:

1. All message units (including extended area calling and FGA)
2. Directory Assistance
3. Long Distance tolls including Credit Cards, DDD, Operator Assisted Calls
4. Other Charges and Credits
5. Customer Service Records
6. Data Network Services (ISDN, Frame Relay/ TLS/ ATM FRASI)

Verizon shall accumulate and provide a consolidated tape for all of the above identified billing information for the entire Commonwealth of Virginia network from its own Central Offices

b. Immediately after the 28th day of each month, Verizon shall convert the assembled billing and usage information from its master records onto magnetic tape ("magnetic tapes"), in the current format provided by Verizon, for ultimate submission to the Commonwealth. Verizon material changes to the input format of the data on the magnetic tapes require 120 days advance written notice to VITA. At this same time, Verizon will retain, for no less than forty-five (45) days from date of creation, the master records from which the magnetic tapes are produced.

c. VITA may elect to receive requested billing and usage data by electronic transfer between the Verizon Comptroller computer and the VITA host computer for incumbent local exchange carrier services. All such data shall be available no later than the 5th working day following the 28th day of the month being billed. VITA will provide the data link for this Service. VITA will access the Comptroller computer on a monthly basis at a mutually agreed to time between VITA and Verizon. VITA will be responsible for all software and protocol conversions required for effecting access and data transfer. Cost for this Service shall be \$500/month. Transfer will be provided electronically



from Verizon' Data Center to VITA's designated location, based on development of a compatible interface. This service is in addition to the services specified under 3.8.1.a and 3.8.1.b.

3.8.2 Verizon shall perform tests prior to submission of the data included in the magnetic tapes to ensure:

1. That the magnetic tapes are clean and free of physical defects.
2. The information included in the magnetic tapes is presented in the correct format
3. That the data actually transferred to the magnetic tapes is present by ensuring that the record counts of data provided to VITA by Verizon accurately represents the actual records on the magnetic tapes. Submission of tapes to VITA shall mean that the above are deemed certified by Verizon
4. If it is determined by Verizon that the billing or usage information is incomplete because of missing information supplied by Verizon's Central Offices or because of Verizon created problems in the generation of the magnetic tapes, then Verizon shall notify VITA in writing identifying the missing information and shall ensure that the missing data is included in the subsequent month's master records.
5. Verizon shall also generate a duplicate copy of the magnetic tapes submitted to VITA each month and retain each as back-up until such time as VITA has completed its validation tests upon the data and accepted the data for further processing and payment.
6. The magnetic tapes and back-up documentation shall be received by VITA no later than the seventh (7th) working day following the 28th day of the month being billed.
7. The back-up documentation to be delivered with the magnetic tapes includes:
  - (a) A transmittal letter from Verizon, identifying the number and contents of the magnetic tapes shipped to VITA, and;
  - (b) A Verizon generated record count for each type of data received by VITA for independent, subsequent, validation by VITA,
  - (c) Upon receipt of the magnetic tapes, VITA shall analyze the billing information identified in 3.8 and perform certain validation tests on that information within ten (10) working days subsequent to the receipt of the tapes from Verizon. VITA validation tests shall include a comparison of the record count generated by VITA for each type of data under analysis to that provided on the back-up documentation by Verizon.

3.8.3. The provisions of Section 3.8 do not apply to Verizon South Inc. services. The parties will mutually negotiate and amendment at a later date relating to Verizon South Inc.

### **3.9 AUTHORIZED CONTACTS**

3.9.1 The parties agree that they shall each appoint by letter official contacts for the resolution of all billing information problems encountered by VITA and Verizon.

### **3.10 EXPEDITE CHARGES**

3.10.1 Should the need arise for the installation of an analog telephone number, digital telephone number, Analog circuit, or digital circuit to be installed prior to the standard installation date set forth in 3.11, an additional expedite charge of the following will apply:

**\$200.00** – Basic Voice Centrex, Business POTS Line, VITA Standard and Enhanced Analog Voice Centrex & CentraNet, Dormitory Voice Centrex & CentraNet, IntelliLinq – BRI / PRI, and all Voice Mail services that carry an installation charge.

**\$500.00** – Analog Trunks, WATS, DS-1, DDS-56K, TLS

**\$2000.00** – DS-3, Frame Relay, ATM, FRASI, SONET

### **3.11 INTERVALS AND SERVICE INTERRUPTIONS**

<b>ALL DATE DUES ARE DERIVED BY USING THE FACILITY AVAILABILITY DATE PLUS THE STANDARD INTERVAL</b>		
<b>A. CENTREX / CENTRANET / CORE VOICE</b>		
<b>PRODUCT DESCRIPTION</b>	<b>STANDARD INTERVALS</b>	<b>SERVICE INTERRUPTIONS</b>
BASIC VOICE/ENHANCED VOICE CENTREX analog - Dial 9)	INWARD (Adding): 1-6 Lines 6 Business Days; 7-12 Lines 8 Business Days; 13-18 Lines 10 Business Days; 19-24 lines 12 business Days; 25 or more individual case basis	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.

BUSINESS LINE (POTS)	1-5 Lines - 5 Business Days 6 + lines Individual Case Basis-	SAME AS ABOVE
VITA STANDARD ANALOG VOICE CENTREX / CENTRANET Features - Add / Delete / Change	Changes from: 1-20 lines 3 business days 21-49 lines 4 business days 51-100 lines 6 business days 100 + lines Individual Case Basis	SAME AS ABOVE
VITA ENHANCED ANALOG VOICE CENTREX / CENTRANET Features - Add / Delete / Change	Changes from: 1-20 lines 3 business days 21-49 lines 4 business days 51-100 lines 6 business days 100 + lines Individual Case Basis	SAME AS ABOVE
DORMITORY VOICE CENTREX / CENTRANET	INWARD (Adding): 1-6 Lines 6 Business Days; 7-12 Lines 8 Business Days; 13-18 Lines 10 Business Days; 19-24 lines 12 business Days; 25 or more individual case basis	SAME AS ABOVE

CONFERENCE ARRANGEMENT 6-PORT	Individual Case Basis	SAME AS ABOVE
STATION MESSAGE DETAIL RECORDING (SMDR)	Individual Case Basis	SAME AS ABOVE
AUTOMATIC CALL DISTRIBUTION (ACD)	Individual Case Basis	SAME AS ABOVE
CMAC, formerly MACSTAR	Individual Case Basis	SAME AS ABOVE
CENTREX ETS Tie Terminations/(ARS)	Individual Case Basis	SAME AS ABOVE
PRIMARY INTEREXCHANGE CARRIER (PIC) CHANGES ALL VOICE SERVICES; VITA has option to select the intraLATA and interLATA PIC of their choice.	1-10 lines - 3 Business Days 11-20 lines - 5 Business Days 20 + lines - Individual case basis	N/A
ALL VOICE (POTS/CENTREX/CENTRANET/ISD N - BRI/PRI) DISCONNECTS & DATA ANALOG DISCONNECTS - Recorded Announcements & Intercepts	1-10 lines - 6 Business Days 10-20 lines 8 Business Days 20 + Lines - Individual Case Basis	N/A

<b>B. INTELLILINQ ISDN</b>		
<b>PRODUCT DESCRIPTION</b>	<b>STANDARD INTERVALS</b>	<b>SERVICE INTERRUPTIONS</b>
INTELLILINQ ISDN - BRI / PRI Voice / Data Line Service (Message, Measured, & Flat Rate Services)	INWARD (Adding): 1-6 Lines 7 Business Days; 7-12 Lines 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
INTELLILINQ ISDN - BRI / PRI - ANYWHERE	Issued as a Special Services Order: 1-5 lines 15 Days 6 or more lines - Individual Case Basis	SAME AS ABOVE
INTELLILINQ ISDN BRI/PRI SET CONFIGURATION CHANGES	5 Days	SAME AS ABOVE
INTELLILINQ ISDN-BRI/PRI TELEPHONE NUMBER CHANGE	1-6 Lines - 7 Business Days; 7-12 Lines - 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis	SAME AS ABOVE
INTELLILINQ ISDN BRI / PRI MISCELLANEOUS CHANGES Change Orders Add, Change, Delete Custom Calling / IQ features on ISDN - BRI (except non-standard configuration group changes) Changes to Line Class Codes (except multi-line hunt groups)	1-6 Lines 3 Business Days; 7-12 Lines 5 Business Days; 13-18 Lines 7 Business Days; 19-24 lines 9 business Days; 25 or more individual case basis	SAME AS ABOVE

INTELLILINQ ISDN BRI / PRI Change Point to Point to Multi-Point; Change Hunting; Non-standard configuration group changes	1-6 Lines 7 Business Days; 7-12 Lines 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis	SAME AS ABOVE
INTELLILINQ ISDN BRI / PRI Circuit Switched Data Service	INWARD (Adding) ISDN - BRI: 1-6 Lines 7 Business Days; 7-12 Lines 9 Business Days; 13-18 Lines 11 Business Days; 19-24 lines 13 business Days; 25 or more individual case basis (ICB) Date Due will be based on facilities / ISDN equipment availability	SAME AS ABOVE
ALL VOICE and VOICE DATA (POTS/CENTREX/INTELLILINQ ISDN - BRI/PRI) DISCONNECTS Recorded Announcements & Intercepts	1-10 lines - 6 Business Days 10-20 lines 8 Business Days 20 + Lines - Individual Case Basis	N/A

<b>C. VOICEMAIL</b>		
<b>PRODUCT DESCRIPTION</b>	<b>STANDARD INTERVALS</b>	<b>SERVICE INTERRUPTIONS</b>
OPTIMAIL PLATINUM VOICE MAIL Standard Voice Messaging Mailbox	Base on central office port availability 1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
COMVERSE PLATFORM VOICE MAIL Type I through Type VI	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	SAME AS ABOVE
PREMIUM VOICE MESSAGING MAILBOX and MESSAGING ONLY MAILBOX	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	SAME AS ABOVE
ALL VOICE MAIL Enhanced Call Processing Application Mailboxes	Date Due applies after design is complete as follows: 1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	SAME AS ABOVE
ALL VOICE MAIL Enhanced Call Processing - Additional Features	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days;	SAME AS ABOVE



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	30 + Individual Case Basis	
ALL VOICE MAILBOX DISCONNECTS	1-10 mailbox 5 Days; 10 - 20 mailbox 6 days; 20 - 30 mailbox 8 days; 30 + Individual Case Basis	N/A

<b>D. DATA NETWORK SERVICES</b>		
<b>PRODUCT DESCRIPTION</b>	<b>STANDARD INTERVALS</b>	<b>SERVICE INTERRUPTIONS</b>
ANALOG TRUNKS / PRIVATE LINES	1-24 lines 9 days with facilities; 25+ lines negotiated interval. Without facilities, all intervals are negotiated	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
DS-1 CHANNEL TERMINATION	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	SAME AS ABOVE
DS-3 SERVICE	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	SAME AS ABOVE
DDS SERVICE Includes 56K requirements, 56K Type I, and 56K Type II Channel Termination Services	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	SAME AS ABOVE

DIGITAL FACILITY TERMINATION	1 to 8 DS1's With facilities: 9 days; this interval includes a 3 day facility check; 8 + and facilities unavailability will be an Individual Case Basis	N/A
ANALOG TRUNKS, DS-1, DS-3, DDS SERVICE DISCONNECTS	1-10 lines - 6 Business Days 10-20 lines 8 Business Days 20 + Lines - Individual Case Basis	N/A
FRAME RELAY SERVICES	90 days	When the services are interrupted other than by negligence or willful act of the customer, a credit allowance will be made for an interruption period of 24 hours or more. The allowance will be calculated at the rate of 1/30 of the monthly charge for each 24 hours or a fraction thereof that the interruption continues.
ASYNCHRONOUS TRANSFER MODE (ATM)	90 Days	SAME AS ABOVE
FRAME RELAY TO ATM SERVICE INTERWORKING - FRASI	90 Days	SAME AS ABOVE

TRANSPARENT LAN SERVICES (TLS)	20 - 35 Business Days after the fiber is in place	SAME AS ABOVE
FRAME RELAY, ATM, FRASI, and TLS DISCONNECTS	1-5 circuits - 10 Business Days, 5 and above Individual Case basis	N/A

## 4. PRICING

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
<b><i>CENTREX / CORE VOICE (Verizon Virginia)</i></b>					<b>2.1</b>
	<b>CENTREX SIMULATED EXCHANGE ACCESS TRUNK (SEAT)</b>				<b>2.1.3</b>
	Enhanced Centrex Exchange Access	\$5.09	\$0.00	Per Line/Per Pipe	
	Dormitory Exchange Access	\$2.55	\$0.00	Per Line	
	<b>EAC</b>				<b>2.1.4</b>
	EAC service added to each line by exchange	Tariff Pricing	Tariff Pricing	Per Line/Per Pipe	

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	VITA ENHANCED ANALOG VOICE STANDARD CENTREX FEATURES DESCRIPTION				2.1.10
	Enhanced Centrex Line with Standard Feature Set (includes CALC)	\$8.50	\$26.80	Per Line	2.1.10
	Enhanced Centrex Exchange Access	\$5.09	\$0.00	Per Line	2.1.3
	Authorization Code with initial installation		\$0	NA	
		\$0			2.1.10.3
	Authorization Code post install		\$17.80	Per Line	
		\$0			2.1.10.3
	Auth Code Installation Same Svc. Order for Over 300 Lines from Same CO		\$5.00	Per Line	
		\$0			2.1.10.3
Verizon Virginia	DORMITORY VOICE CENTREX				2.1.11
	Dormitory Centrex Line with Standard Feature Set (Includes CALC)	\$8.50	\$26.80	Per Line	2.1.11.1
	Dormitory Exchange Access	\$2.55	\$0.00	Per Line	2.1.3
	Authorization Code with initial installation		\$0		
		\$0			2.1.10.3
	Authorization Code post installation		\$17.80	Per Line	
		\$0			2.1.10.3
	Auth Code Installation Same Svc. Order for Over 300 Lines from Same CO		\$5.00	Per Line	
		\$0			2.1.10.3

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	<b>VITA DORMITORY VOICE CENTREX OPTIONAL FEATURES</b>				
	Caller ID Dormitory Centrex	\$0.25	\$0.00	Per Line	<b>2.1.11.2</b>
	Call Screening	\$0.22	\$0.00	Per Line	<b>2.1.11.2</b>
<b>DIGITAL VOICE CENTREX SERVICE</b>					<b>2.1.12</b>
<b>Verizon Virginia</b>	<b>IntelliLinQ ISDN BRI</b>				
	<b>Service Provisioning</b>				<b>2.1.12.1.1</b>
	0B+D Packet Switched Data (PSD)	\$18.00	\$26.80	*Pipe/Circuit *Centrex Line/Intercom *Logical Terminal- Packet Switching Data *D Channel Signaling	
	1B+D Circuit Switched Voice (CSV)	\$18.00	\$26.80	*Pipe/Featured Voice *Centrex Line/Intercom *Logical Terminal- CSV *D Channel Signaling	
	2B+D Circuit Switched Data (CSD) Circuit Switched Voice + Data (CSV+D)	\$18.80	\$26.80	*Pipe/Circuit *Centrex Line/Intercom *Two (2) Stations *Logical Terminal- CSV & CVD/CSV ONLY/ CSD ONLY *D Channel Signaling	



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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	2B+D Circuit Switched Data (CSD)	\$18.25	\$26.80	*Pipe/Circuit *Centrex Line/Intercom *One (1) Station *Logical Terminal- CSD ONLY *D Channel Signaling	
	Exchange Access	\$5.09	\$5.09	Per Pipe	<b>2.1.3</b>
	<b><i>IntelliLinq ISDN BRI Optional Features</i></b>				
	Attendant Console Service	\$105.00	\$0.00	Per Line	<b>2.1.12.3.1</b>
	Secondary Number on Line/Software Only	\$3.50	\$0.00	Per Number	<b>2.1.12.3.2</b>
	Conversion of Existing Analog Centrex to ISDN BRI	\$0.00	\$26.80	Per Line	<b>2.1.12.3.3</b>
	ISDN BRI Flat Rate Data	\$40.00	\$75.00	Per Line	<b>2.1.12.3.4</b>
	ISDN BRI Circuit Switched Data Usage Charge (All calls using access code of "9")	\$0.01	\$0.00	Per Minute/Per Channel	<b>2.1.12.3.5</b>
	Primary Directory Number of a Multipoint Arrangement/Station Charge (over the first two included stations)	\$6.00	\$0.00	Per Station	<b>2.1.12.3.6</b>

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
<b>Verizon Virginia</b>	<b>Direct Service Plan</b>				
	New Line and Features	Contract Rates Herein As applicable	Contract Rates Herein As applicable	Per Account	<b>2.1.14</b>
	Conversion from Centrex to VITA Enhanced Centrex	\$0.00	\$15.80	Per Line	<b>2.1.14</b>
<b>Verizon Virginia</b>	<b>OTHER OPTIONAL CENTREX FEATURES AND SERVICES</b>				
	<b>Automatic Call Distribution (ACD)</b>			(Only offered in Grace St. and Stuart Avenue to current customers)	<b>2.1.15.1</b>
	Rate	\$65.00	\$120.00	Per Line	
	ACD Software Fee		\$1,000.00	Per Line	
	Call Vectoring	\$8.00	\$25.00	Per Position	
	Music On Queue	\$4.00	\$25.00	Per Position	
	Add'l Announcement Circuits	\$35.00	\$25.00	Per Add'l Circuit	
	Access Code with initial installation	\$0.00	\$0.00	N/A	
	Access Code post installation	\$0.00	\$17.80	Per Line	
	<b>Automatic Number Identification</b>				<b>2.1.15.2</b>

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	Terminating at IXC PoP & Originating in Centrex Switch	\$300.00	\$0.00	Per Switch	
	Plus	\$2.00	\$0.00	Per Trunk	
	<b><i>Automatic Route Selection (ARS)</i></b>				<b>2.1.15.3</b>
		Tariff Pricing	Tariff Pricing	Per Line	
	<b><i>Caller ID -- Analog Centrex</i></b>	\$0.50	\$0.00	Per Line	<b>2.1.15.4</b>
	<b><i>Caller ID Deluxe</i></b>				<b>2.1.15.5</b>
		Tariff Pricing	Tariff Pricing	Per Line	
	<b><i>Caller ID -- Dormitory Centrex</i></b>				<b>2.1.15.6</b>
		\$0.25	\$0.00	Per Line	
	<b><i>Call Park</i></b>				<b>2.1.15.7</b>
		Tariff Pricing	Tariff Pricing	Per Line	
	<b><i>Call Screening</i></b>				<b>2.1.15.8</b>
		\$0.22	\$0.00	Per Line	

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	<b><i>Campus Student Emergency Hot Line</i></b>				<b>2.1.15.9</b>
		\$8.50	\$26.80	Per Line	
	<b><i>Centrex Call Management</i></b>	\$0.01	\$0.00	Per Record	<b>2.1.15.10</b>
	<b><i>Centrex Call Management CD ROM/ Mag Tape Format</i></b>	\$50.00	\$0.00	Per Location	
	<b><i>Conference Arrangement-6 Port</i></b>				<b>2.1.15.11</b>
		\$110.00	\$48.34	Per Arrangement	
	<b><i>Digital Facility Termination/Interface</i></b>				<b>2.1.15.12</b>
		\$0.00	\$0.00	Per Facility	
	<b><i>Identa-Ring</i></b>				<b>2.1.15.13</b>
		Tariff Pricing	Tariff Pricing	Per Line	
	<b><i>Installation &amp; Wiring Charges</i></b>				<b>2.1.15.14</b>
	<i>Rate-Wire Closet to Jack:</i>				
	New Wire	\$0.00	\$47.70	Per Line	
	Travel Time Daily Charge	\$0.00	\$172.25		

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	<i>Add'l Material Charges:</i>				
	Single Wire Modular Conversion	\$0.00	\$23.50	Per Conversion	
	25-Pair Modular Conversion	\$0.00	\$25.00	Per Conversion	
	In-Place Existing Wire & Jack Connection	\$0.00	\$23.50	Per Connection	
	Maintenance On Premise Wiring	\$0.45	\$0.00	Per Line	
	<b><i>Intra-LATA Wide Calling</i></b>				<b>2.1.15.15</b>
	<i>Virtual LATA-wide Calling</i>	0.078	Minute	Per Minute	<b>2.1.15.15</b>
	<i>Community Choice Plan</i>	0.079	\$0.00	First Minute	<b>2.1.5</b>
		0.045	\$0.00	Each Additional Minute Thereafter	<b>2.1.5</b>
	<b><i>Lines Beyond The Service Area</i></b>				<b>2.1.15.16</b>
	Foreign Exchange (FX)	Tariff Pricing	Tariff Pricing	Mileage	
	<b><i>Music On Hold</i></b>				<b>2.1.15.17</b>
		ICB Process	ICB Process	Per Arrangement	
	<b><i>Recorded Announcements &amp; Intercepts</i></b>				<b>2.1.15.18</b>
	Standard	No Fee			
	Specialized Intercepts	\$0.00	\$350.00	Per CO	

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	Plus	\$2.25	\$24.50	Per Line	
	<b><i>Return Call</i></b>				<b>2.1.15.19</b>
		Tariff Pricing	Tariff Pricing	Per Line	
	<b><i>Station Message Detail Recording (SMDR)</i></b>			Per Arrangement	<b>2.1.15.20</b>
		\$0.00	\$0.00	Per Arrangement	
	<b><i>Ultra Call Forward</i></b>				<b>2.1.15.21</b>
		Tariff Pricing	Tariff Pricing	Per Line	
	<b><i>Uniform Call Distribution (UCD)</i></b>				<b>2.1.15.22</b>
		Tariff Pricing	Tariff Pricing	Per Feature	
	<b><i>Virtual Private Network Service</i></b>				<b>2.1.15.23</b>
	Service Establishment	\$0.00	\$500.00	Per Establishment	
	<b><i>Private Dialing Plan:</i></b>				
	Location Code Dialing	\$255.00	\$2,000.00	Per Dialing Arrangement	
	First 9 Numbers	\$0.00	\$50/occasion	Per Addition or Change	

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<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	10 and Over	\$0.00	\$50/occasion	Per Addition or Change	
	Portable Extension Dialing	\$170.00	\$2,000.00	Per Dialing Arrangement	
	<b>Additions or Changes:</b>				
	First 9 Numbers	\$0.00	\$50/occasion	Per Addition or Change	
	10 and Over	\$0.00	\$50/occasion	Per Addition or Change	
	Facility Hubbing				
	Routing Pattern Control	\$340.00	\$2,000.00	Per Control	
	Additions or changes or Deletions	\$0.00	\$50.00	Per Route	
	Remote Access to Private Facilities	\$85.00	\$400.00	Per Facility Group	
	Facility Termination	\$25.00	\$50.00	Per Termination	
	<b>Call Screening Controls:</b>				
	Call Patterns Screening Controls	\$50.00	\$500.00	Per Control	
	Time-of-day, day-of-week Screening	\$50.00	\$500.00	Per Screening	
	<b>Remote Access:</b>				
	Work-at-Home	\$5.00	\$5.00	Per Arrangement	
	Plus	\$0.05	\$0.00	Per Employee Phone Number	
	Business Travel	\$5.00	\$5.00	Per Arrangement	
	Plus	\$0.05	\$0.00	Per	



**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	Access Control:				
	Authorization Codes	\$2.00	\$5.00	Per Code	
	Personal ID Number	\$2.00	\$5.00	Per PIN	
	Interactive Account Codes	\$2.00	\$5.00	Per (Non-validated) Code	
	Interactive Account Codes	\$3.00	\$5.00	Per (Validated) Code	
	(Forced Account Codes)	\$3.00	\$5.00	Per Code Install	
	Virtual Hot Line Service	\$25.00	\$25.00	Per Service	
<b>Verizon South</b>	<b>VITA VOICE CENTRANET</b>				<b>2.2</b>
	VITA Analog CentraNet Line and Standard Feature set	\$8.80	\$26.80	Per Line	<b>2.2.3</b>
<b>Verizon South</b>	<b>EXCHANGE ACCESS REGISTERS (NARS)</b>				<b>2.2.2</b>
	CentraNet Network Exchange Registers	Tariff Pricing	Tariff Pricing		
<b>Verizon South</b>	<b>VITA OPTIONAL VOICE CENTRANET FEATURES:</b>				<b>2.2.4</b>
	CentraNet Feature Package 1000	Tariff Pricing	Tariff Pricing		<b>2.2.4.1</b>
	CentraNet Optional - Feature Series 2000	Tariff Pricing	Tariff Pricing		<b>2.2.4.2</b>
	CentraNet Optional - Feature Series 3000	Tariff Pricing	Tariff Pricing		<b>2.2.4.3</b>
	CentraNet - Optional CLASS Feature Package	Tariff Pricing	Tariff Pricing		<b>2.2.4.4</b>
	CentraNet - Optional Miscellaneous CLASS Features	Tariff Pricing	Tariff Pricing		<b>2.2.4.5</b>

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	CentraNet - Optional Customer Group (System) Features	Tariff Pricing	Tariff Pricing		<b>2.2.4.6</b>
<b>Verizon South</b>	<b>DIGITAL VOICE CENTRANET SERVICE</b>				<b>2.2.5</b>
	Digital Voice Line	Tariff Pricing	Tariff Pricing		
<b>Verizon Virginia</b>	<b>BASIC PSTN FEATURES AND SERVICES</b>				
	<b>Analog Trunks</b>	Tariff Pricing	Tariff Pricing	Per Trunk	<b>2.3.1</b>
	<b>Analog Business Line (POTS)</b>				<b>2.3.2</b>
	Message/Measured	Tariff Pricing	Tariff Pricing	Per Line	
	Flat Rated	Tariff Pricing	Tariff Pricing	Per Line	
	<b>DID Station Number</b>				<b>2.3.3</b>
		Tariff Pricing	Tariff Pricing	Per Trunk	
	<b>DID Trunks</b>				<b>2.3.4</b>
		Tariff Pricing	Tariff Pricing	Per Trunk	

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	<b><i>Digital Handoff Local Access Service</i></b>				<b>2.3.5</b>
	Multiplex	Tariff Pricing	Tariff Pricing	Per Facility	
	Dedicated	Tariff Pricing	Tariff Pricing	Per Facility	
	Local Service (i.e. Centrex, POTS, Circuits) Riding DHO	Tariff Pricing	Tariff Pricing	Per Channel	
	<b><i>DIOD (2-Way) Trunks</i></b>				<b>2.3.6</b>
		Tariff Pricing	Tariff Pricing	Per Trunk	
	<b><i>Private Switch/Automatic Location Identification (PS/ALI)</i></b>				<b>2.3.7</b>
	PS/ALI 911 Network access trunk (per trunk - minimum 2)	ICB Process	ICB Process	Per Trunk	
	PS/ALI Database maintenance and management (per 100 or fraction thereof, records on file)	ICB Process	ICB Process	Per 100 or Fraction thereof, records on file	
	<b><i>Single Line Business ISDN (POTS)</i></b>				<b>2.3.8</b>
		Tariff Pricing	Tariff Pricing	Per Pipe	
	<b><i>Switched Redirect/Custom Redirect</i></b>				<b>2.3.9</b>
		Tariff Pricing	Tariff Pricing	Per Arrangement and Feature	

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<i>EXTENDED LOCAL SERVICE</i>				<b>2.3.10</b>
	ELS service added to each line by exchange; Applies to Tariff Pricing rated services	Tariff Pricing	Tariff Pricing	Per Line/Per Pipe	
<b>Centrex Network Management (Verizon Virginia)</b>					
	<b>CMAC/MACSTAR</b>				<b>2.4</b>
	Establishment New Data Base	\$0.09	\$7,000.00	Per Central Office	
<b>Verizon Virginia</b>	<b>IntelliLinQ ISDN PRI</b>				<b>2.5</b>
Verizon Virginia/Verizon South	<b>IntelliLinQ PRI Flat Rate Service</b>	\$650.00	\$0.00	Per PRI	<b>2.5.2</b>
Verizon Virginia Only	<b>IntelliLinQ PRI Message/Measured Service</b>	\$370.00	\$700.00	Per PRI	<b>2.5.3</b>
	<b>IntelliLinQ ISDN PRI Optional Features/Services</b>				
	Feature Package I	\$105.00	\$100.00	Per Package	<b>2.5.4.1</b>
	Feature Package II	\$235.00	\$100.00	Per Package	<b>2.5.4.2</b>
	Call-By-Call Service Selection	\$56.00	\$100.00	Per Service Selection	<b>2.5.4.3</b>
	Calling Line Identification	\$72.00	\$100.00	Per PRI Arrangement	<b>2.5.4.4</b>
	Calling Line Identification Deluxe	\$47.65	\$0.00	Per PRI Arrangement	<b>2.5.4.5</b>
	DID Trunk Termination Package	\$114.00	\$100.00	Per PRI Arrangement	<b>2.5.4.6</b>
	Individual Additional Telephone Numbers	\$2.00	\$0.00	Per Number	<b>2.5.4.7</b>
	IntelliLinQ PRI Reconfiguration Charges	\$0.00	\$50.00	Per PRI Arrangement	<b>2.5.4.8</b>
	Modified Redirecting Number	\$25.00	\$0.00	Per Number	<b>2.5.4.9</b>
	Redirecting Number	\$17.65	\$0.00	Per Number	<b>2.5.4.10</b>
	Two B Channel Transfer	\$60.00	\$0.00	Per PRI Arrangement	<b>2.5.4.11</b>

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	Two-Way Centrex Intercom PRI	\$540.00	\$0.00	Per PRI Arrangement	<b>2.5.4.12</b>
	D Channel Reconfiguration	\$0.00	\$300.00	Per PRI Arrangement	
<b>VOICEMAIL (Verizon Virginia/Verizon South)</b>					
	<b>Comverse Voicemail</b>				<b>2.6</b>
	Type I / 12 Minute Storage, 30 Second Greeting	\$3.60	\$18.75	Per Mailbox	<b>2.6.1</b>
	Type II / 15 Minute Storage, 30 Second Greeting	\$4.00	\$18.75	Per Mailbox	<b>2.6.1</b>
	Type III / 30 Second Announcement Only	\$125.00	\$26.80	Mailbox Port	<b>2.6.1</b>
	Type V (Type I box w/ Operator Revert)	\$3.90	\$18.75	Per Mailbox	<b>2.6.1</b>
	Type VI (Type II box w/ Operator Revert)	\$4.00	\$18.75	Per Mailbox	<b>2.6.1</b>
	<b>Comverse Platform Voice Mail Optional Features</b>				<b>2.6.1</b>
	Operator Revert Charge	\$0.54	\$0.00	Per Mailbox	<b>2.6.2.1</b>
	Pager Notification	\$3.00	\$20.00	Per Mailbox	<b>2.6.2.2</b>
<b>(Verizon Virginia Only)</b>	<b>OptiMail Platform (Richmond, Norfolk, Roanoke, and Washington LATAs only)</b>				<b>2.6.3</b>
	<b>Standard Messaging</b>				<b>2.6.3.3</b>
	Type A / 15 minutes	\$3.50	\$18.75	Per Mailbox	

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<b>Section Number</b>
	Type B / 30 minutes	\$3.75	\$18.75	Per Mailbox	
	<b>Premium Voice Messaging</b>				<b>2.6.3.4</b>
	Type C / 15 minutes	\$3.75	\$18.75	Per Mailbox	
	Type D / 30 minutes	\$3.75	\$18.75	Per Mailbox	
	<b>Messaging Only</b>				<b>2.6.3.5</b>
	Type E / 15 minutes	\$3.50	\$18.75	Per Mailbox	
	Type F / 30 minutes	\$3.75	\$18.75	Per Mailbox	
	<b>Enhanced Call Processing Application Mailboxes</b>				<b>2.6.3.6</b>
	FaxAgent Mailbox	\$3.25	\$18.75	Per Mailbox	
	Voice Forms Mailbox	\$4.00	\$18.75	Per Mailbox	
	Voice Forms Transcriber Mailbox	\$4.00	\$18.75	Per Mailbox	
	Information Center (Listen Only) Mailbox	\$4.00	\$18.75	Per Mailbox	
	Information Center w/ Reply Mailbox	\$11.00	\$18.75	Per Mailbox	
	Automated Attendant	\$8.00	\$18.75	Per Mailbox	
	Caller's Menu Mailbox	\$8.00	\$18.75	Per Mailbox	
	Caller's Menu + Extension	\$8.00	\$18.75	Per Mailbox	
	Caller's Menu + Mailbox Mailboxes	\$8.00	\$18.75	Per Mailbox	
	Transfer Service Mailboxes	\$3.75	\$18.75	Per Mailbox	
	Standalone FaxAgent	\$8.00	\$18.75	Per Mailbox	
	FaxStation Mailbox	\$8.00	\$18.75	Per Mailbox	

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
	<b><i>Additional Features:</i></b>				
	Outcalling Notification	\$3.00	\$18.75	Per Arrangement	<b>2.6.4.1</b>
	Pager Notification	\$0.00	\$0.00	Per Mailbox	<b>2.6.4.2</b>
	CPE Initiated Networking Capability	\$135.00	\$180.00	Per Arrangement	<b>2.6.4.3</b>
	Dedicated Access/ECP	\$150.00	\$26.80	Per Port	<b>2.6.4.4</b>
	Dedicated Storage/add'l storage per hour	\$59.00	\$18.75	Per Hour	<b>2.6.4.5</b>
	Reestablish Password	\$0.00	\$10.00	Per Password	<b>2.6.4.6</b>
	Mailbox Change/Rearrangement	\$0.00	\$18.75	Per Change Rearrangement	<b>2.6.4.7</b>
<b><i>DATA NETWORK SERVICES</i></b>					<b>2.7</b>
<b><i>Verizon Virginia</i></b>	<b><i>DS-3 Service</i></b>				<b>2.7.1</b>
	Channel Termination	\$1,550.00	\$1,800.00	Per Termination	
	Mileage	\$764.74	\$0.00	Fixed	
		\$85.00	\$0.00	Per Mile	
<b><i>Verizon Virginia</i></b>	<b><i>DS-1 Channel Termination Intrastate 217 Tariff</i></b>				<b>2.7.1.1</b>
	Channel Termination	\$221.00	\$505.89		
	Mileage Bands: 0 to 4	\$27.11	\$0.00	Fixed	
	Plus	\$26.25	\$0.00	Per Mile	
	4 to 8	\$70.58	\$0.00	Fixed	
	Plus	\$27.71	\$0.00	Per Mile	
	8 to 25	\$129.98	\$0.00	Fixed	
	Plus	\$30.63	\$0.00	Per Mile	
	25 to 50	\$129.98	\$0.00	Fixed	
	Plus	\$32.76	\$0.00	Per Mile	
	Over 50	\$129.98	\$0.00	Fixed	
	Plus	\$32.76	\$0.00	Per Mile	

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
<b>Verizon Virginia</b>	<b>DS-1 Channel Termination IntraLATA 204 Tariff</b>				<b>2.7.1.1</b>
	Channel Termination	\$146.00	\$513.17		
	Mileage Band	\$34.37	\$0.00	Fixed	
	Plus	\$20.62	\$0.00	Per Mile	
<b>Verizon Virginia</b>	<b>DDS-56K</b>				<b>2.7.3.1</b>
	Channel Termination	\$60.68	\$457.63		
	Mileage Band				
	1 to 4	\$83.03	\$0.00	Fixed	
	Plus	\$4.86	\$0.00	Per Mile	
	4 to 8	\$83.03	\$0.00	Fixed	
	Plus	\$4.86	\$0.00	Per Mile	
	8 to 25	\$89.39	\$0.00	Fixed	
	Plus	\$2.18	\$0.00	Per Mile	
	Over 25	\$108.81	\$0.00	Fixed	
	Plus	\$1.23	\$0.00	Per Mile	
<b>Verizon Virginia</b>	<b>DDS-56K Type I Channel</b>				<b>2.7.3.3</b>
	Channel Termination	\$141.31	\$350.00		
<b>Verizon Virginia</b>	<b>DDS-56K Type II Channel</b>				<b>2.7.3.5</b>
	Channel Termination	\$142.98	\$350.00		
	Mileage Band	\$1.50	\$0.00	Per Mile	
<b>Verizon Virginia/Verizon South</b>	<b>Frame Relay</b>				<b>2.7.4</b>
	<b>Service Level:</b>				
	56 Kbps	\$135.00	\$800.00	Per UNI	
	1.535 Mbps	\$345.00	\$1,000.00	Per UNI	
	<b>Additional Services:</b>				
	Add'l PVCs Assigned	\$1.25	\$5.00	Per PVC	



**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<b>Monthly</b>	<b>One-time</b>	<b>Unit</b>	<b>Section Number</b>
	Group Address	\$0.00	\$50.00	Per Group	
	Add'l Committed Information Rate (Per PVC): 56/64 Kbps access Line	\$5.00	\$0.00	Per PVC	
	8K, 16K, 28K, 32K	\$5.00	\$0.00	Per PVC	
	<i>Add'l Committed Information Rate (Per PVC) 1.536 Mbps Access Line:</i>				
	56/64K	\$2.00	\$0.00	Per PVC	
	128K	\$4.00	\$0.00	Per PVC	
	192K	\$7.00	\$0.00	Per PVC	
	256K	\$9.00	\$0.00	Per PVC	
	384K	\$12.00	\$0.00	Per PVC	
	512K	\$25.00	\$0.00	Per PVC	
	Administrative Charge	\$0.00	\$50.00		
	4 Mbps Frame Relay Circuit	\$3,000.00	\$2,000.00	Per UNI	
	6 Mbps Frame Relay Circuit	\$3,300.00	\$2,000.00	Per UNI	
	22.5 Mbps Frame Relay Circuit	\$3,900.00	\$2,000.00	Per UNI	
	45 Mbps Frame Relay Circuit	\$4,600.00	\$2,000.00	Per UNI	
<b>Verizon Virginia/Verizon South</b>	<b>ATM</b>				<b>2.7.5</b>
	DS1 UNI	\$350.00	\$500.00	Per UNI	
	DS3 UNI	\$2,890.00	\$1,000.00	Per UNI	
	OC3 UNI	\$6,120.00	\$2,000.00	Per UNI	

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
<b>Verizon Virginia/Verizon South</b>	<b>FRASI</b>				<b>2.7.6</b>
	56k Frame Relay	\$150.00	\$800.00	Per UNI	
	DS1 Frame Relay	\$380.00	\$1,000.00	Per UNI	
	4 Mbps	\$2,300.00	\$2,000.00	Per UNI	
	6 Mbps	\$2,600.00	\$2,000.00	Per UNI	
	22.5 Mbps	\$3,000.00	\$2,000.00	Per UNI	
	45 Mbps	\$3,800.00	\$2,000.00	Per UNI	
	Additional Services and Committed Information Rate rates same as listed in section 2.7.4 above				
<b>Verizon Virginia/Verizon South</b>	<b>TLS</b>				<b>2.7.7</b>
	Full Duplex 10 Mbps	\$800.00	\$100.00	Per Location	
	100 Mbps	\$2,100.00	\$100.00	Per Location	
	1000 Mbps, GigE	\$3,800.00	\$100.00	Per Location	
<b>CUSTOM DATA SERVICES</b>					<b>2.8</b>
<b>Verizon Virginia/Verizon South</b>	<b>Custom Broadband Services</b>				<b>2.8.1</b>
		ICB Process	ICB Process		

**VITA/VERIZON AGREEMENTS**

<i>Service Definition</i>	<i>Description</i>	<i>Monthly</i>	<i>One-time</i>	<i>Unit</i>	<i>Section Number</i>
<b>Verizon Virginia/Verizon South</b>	<b>Other Charges and Credits</b>				
	Service Order Charge	\$200.00		Per Business Day	<b>3.5</b>
	<b>EXPEDITE CHARGES- CHARGES ARE PER ORDER</b>				
	Basic Voice Centrex, Business POTS Line, VITA Standard and Enhanced Analog Voice Centrex & CentraNet, Dormitory Voice Centrex & CentraNet, IntelliLinq – BRI / PRI and all Voice Mail services that carry an installation charge.		\$200.00		
	Analog Trunks, DS-1, DDS-56K, TLS		\$500.00		
	DS-3, Frame Relay, ATM, FRASI, SONET		\$2,000.00		
	VITA Analog Centrex Credit (Verizon Virginia Only)	\$1.08		Per Line	

Notes:

- 1) Special Construction, where applicable, will be quoted separately.
- 2) **Charges above do not include any applicable taxes and surcharges, which will be billed separately in accordance with applicable regulations. Because the Commonwealth is currently exempt from the Federal Universal Services Fee (FUSF), it will not be billed. In the event new applicable taxes or surcharges are to be charged, Verizon will provide notice at the earlier of thirty (30) days, or the time required by the Commissions, to assist VITA in educating its Users.**